NORTH CENTRAL REGIONAL TRANSIT DISTRICT
BOARD MEETING AGENDA

November 7, 2014
9:00 AM - 1:00 PM
Jim West Regional Transit Center
Board Room

CALL TO ORDER:

1. PLEDGE OF ALLEGIANCE
2. MOMENT OF SILENCE
3. ROLL CALL
4. INTRODUCTIONS
5. APPROVAL OF AGENDA
6. APPROVAL OF MINUTES – September 5, 2014 and October 3, 2014
7. PUBLIC COMMENTS

PRESENTATION ITEMS:

A. **Presentation of Federal Transit Administration Award to the North Central Regional Transit District For Outstanding Public Service in Rural Public Transportation**
Sponsor: Anthony J. Mortillaro, Executive Director.

B. **Presentation and Discussion of Long Range Transit Service Plan**
Sponsor: Anthony J. Mortillaro, Executive Director.

ACTION ITEMS FOR APPROVAL/ DISCUSSION:

C. **Discussion and Consideration of Resolution 2014-18 Adding the Town of Taos as a New Member of the North Central Regional Transit District**
Sponsor: Anthony J. Mortillaro, Executive Director. *Attachment.*

D. **Discussion and Consideration of the Intergovernmental Contract Approving Modification of Voting Strengths Analysis for the City of Santa Fe Annexation**
Sponsor: Anthony J. Mortillaro, Executive Director. *Attachment.*

E. **Discussion and Consideration of Memorandum of Agreement between the Town of Taos and the North Central Regional Transit District Regarding Various Service Modifications and Exchanges**
Sponsor: Anthony J. Mortillaro, Executive. *Attachment.*

F. **Discussion and Consideration of Resolution 2014-19 Adopting Revised Paratransit and Demand Policies**
Sponsor: Anthony J. Mortillaro, Executive Director and Michael J. Kelly, Transit and Facilities Operations Director. *Attachment.*

G. **Continued Discussion and Possible Direction Regarding Jicarilla Apache Nation Service Request**
Sponsor: Anthony J. Mortillaro, Executive Director and Stacey McGuire, Projects and Grants Specialist. *Attachment.*

H. **Discussion and Consideration of Resolution No. 2014-20 Authorizing the Submittal of an Application for Federal Section 5310 Funding in Federal Fiscal Year 2016**
Sponsor: Anthony J. Mortillaro, Executive Director and Stacey McGuire, Projects and Grants Specialist. *Attachment.*

DISCUSSION ITEMS:

I. **Discussion and Review of Ski Santa Fe Service Update**
Sponsor: Anthony J. Mortillaro, Executive Director and Stacey McGuire, Projects and Grants Specialist.

J. **Financial Report for October 2014:**
Sponsor: Anthony J. Mortillaro, Executive Director and Glenda Aragon, Finance Director. *Attachment.*

K. **Finance Subcommittee Report:**
Sponsor: Chair Tim Vigil and Anthony J. Mortillaro, Executive Director. *No Report.*

L. **Tribal Subcommittee Report:**
Sponsor: Chair Mary Lou Valerio and Anthony J. Mortillaro, Executive Director. *No Report.*

M. **Executive Report for October 2014 and Comments from the Executive Director:**

1) **Executive Report**
2) **Performance Measures for September 2014**
3) **Ridership Report for September 2014**

MATTERS FROM THE BOARD

MISCELLANEOUS

ADJOURN

NEXT BOARD MEETING: December 5, 2014 at 9:00 a.m.

If you are an individual with a disability who is in need of a reader, amplifier, qualified Sign Language interpreter or any other form of auxiliary aid or service to attend or participate in the hearing of the meeting, please contact the NCRTD Executive Assistant at 505-629-4702 at least one week prior to the meeting, or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats.

North Central Regional Transit District
Board Meeting
Friday, September 5, 2014
9:00 a.m. - 1:00 p.m.

CALL TO ORDER:

A regular meeting of the North Central Regional Transit District Board was called to order on the above date by Commissioner Miguel Chávez Vice-Chair, at 9:09 a.m. at the Jim West Transit Center, 1327 Riverside Drive, Española, New Mexico.

1. **Pledge of Allegiance**
2. **Moment of Silence**
3. **Roll Call**

Ms. Lucero called the roll and it indicated the presence of a quorum as follows:

Members Present:	**Elected Members**	**Alternate Designees**
Los Alamos County	*Councilor Pete Sheehey*	
Rio Arriba County	Absent	
Taos County	Excused	
Santa Fé County	*Commissioner Miguel Chávez*	
Nambé Pueblo		*Mr. Lonnie Montoya*
Pojoaque Pueblo	*Mr. Tim Vigil [telephonically]*	
Ohkay Owingeh	*Ms. Christy Mermejo*	
San Ildefonso Pueblo	Absent	

Santa Clara Pueblo	Absent	
Tesuque Pueblo		*Ms. Sandra Maes*
City of Santa Fé		*Mr. Jon Bulthuis*
City of Española	*Councilor Dennis Tim Salazar*	
Town of Edgewood	*Councilor Chuck Ring*	
Rio Metro (ex officio)	*Ms. Elizabeth Carter*	

Staff Members Present
Mr. Anthony J. Mortillaro, Executive Director
Ms. Dalene Lucero, Executive Assistant
Mr. Mike Kelly, Transit Operations Manager
Ms. Stacey McGuire, Projects and Grants Specialist
Ms. Glenda Aragon, Finance Manager
Mr. Jim Nagle, Public Information Officer
Mr. Juan Ortíz, Transit Driver I

Others Present
Mr. Peter Dwyer, Legal Counsel
Mr. Carl Boaz, Stenographer
Mr. Ardee Napolitano, Rio Grande Sun
Ms. Lisa Katonak, Santa Fé County Manager's Office
Mr. Robert Griego, Santa Fe County Planning Manager

4. INTRODUCTIONS

Those present introduced themselves to the group.

5. APPROVAL OF AGENDA

Councilor Sheehey moved to approve the agenda as presented. Councilor Ring seconded the motion and it passed by unanimous (9-0) voice vote.

6. APPROVAL OF MINUTES - August 1, 2014

Councilor Ring moved to approve the minutes of August 1, 2014 as presented. Councilor Sheehey seconded the motion and it passed by unanimous (9-0) voice vote.

7. PUBLIC COMMENTS

There were no public comments.

PRESENTATION ITEMS

A. Presentation of Above and Beyond and Safe Driver Awards

Mr. Mortillaro announced the employee recognition award acknowledged Mr. Juan Ortíz for the Above and Beyond Award for helping a man in distress with a possible heart attack while driving his route. His efforts probably saved the man's life.

Vice-Chair Chávez read the award and thanked Mr. Ortíz for his service and his dedication to the work of NCRTD.

Mr. Ortíz thanked the NCRTD Board for the recognition and said it was just part of his job.

ACTION ITEMS FOR APPROVAL/DISCUSSION

B. Discussion and Consideration of Resolution 2014-18 in Recognition of the 10th Anniversary of the NCRTD's Certification as the First Regional Transit District in the State of New Mexico

Mr. Mortillaro clarified that this resolution acknowledges the achievement of this milestone at September 14, 2014, the NCRTD tenth anniversary. He said the celebration would be next Friday, September 12th at the Jim West Regional Transit Center.

Mr. Nagle shared some of the activities for next week with several guest speakers including Representative Ben Ray Luján, mariachi entertainment and lunch.

Vice-Chair Chávez recalled that it was a bumpy ride in the early days and now is sailing smoothly and can only go forward from here. Imagining what it will be in the next ten years is exciting.

Councilor Sheehey said Los Alamos County is proud to have been a participant in getting the NCRTD where it is today. He was impressed with the forward-looking approach, even with adverse financial conditions we've had. The future looks bright and New Mexico is lucky to have the RTD. He was personally honored by his inclusion in this board.

Councilor Salazar agreed that the NCRTD has come a long way. It is amazing how it has served north central New Mexico.

Mr. Bulthuis said these ten years have passed quickly. He appreciated being part of the development and growth of the District. He noted that he stepped out of a meeting last week and got on a bus for White

Rock to see his daughter and could because of the NCRTD. He was happy to be part of this and looking forward to the next ten years.

Ms. Mermejo congratulated the District for improved relationships with all of the Pueblos.

Vice-Chair Chávez commented that the public participation makes this RTD more significant and sets it apart from any other in the country. We need to keep building on the pueblo component which makes us unique and stronger in many ways.

Councilor Ring moved to approve Resolution 2014-18 In Recognition of the 10th Anniversary of the NCRTD's certification as the first Regional Transit District in the State of New Mexico. Councilor Sheehey seconded the motion and it passed by unanimous (9-0) voice vote.

C. Discussion and Consideration of Resolution 2014-19 Authorizing the Submittal of Applications for Federal Funding for §5311 in Federal Fiscal Year 2016

Ms. McGuire said Resolution 2014-19 is a resolution for 5311 federal funds through NMDOT and DOT updated the application. The Board resolution must specify the total amount and the local match to be provided. She referred to the resolution on page 21 and the working draft on page 22 of the packet. 5311 grants provide funding for administrative, operating and capital costs for qualifying rural entities. This resolution acknowledges the acceptance of the requirement to provide local match funds for the grant. She added that the application is due today.

Ms. Mermejo asked if the local match was already in the bank. Mr. Mortillaro agreed.

Vice-Chair Chávez asked if the details for the local match were accurate.

Ms. McGuire agreed they were.

Councilor Sheehey noted it was required to check the most appropriate character of the community and asked where NCRTD fits.

Ms. McGuire said the District did not fit in just one, but it did fit into small urban and rural characteristics. Española and Santa Fé are small urban.

Councilor Sheehey thought the total population is probably more than 200,000.

Ms. McGuire clarified that the number used in the application is the most recent census data and agreed there might be some under reporting.

Councilor Sheehey said Ms. McGuire did a good job in preparing this.

Vice-Chair Chávez asked if having pockets of higher density and then more rural would help or hurt us.

Ms. McGuire said it gives us more flexibility. On TAP funds, she applied for half and half.

Ms. Maes asked if this grant would accommodate NCRTD's anticipated expansion. Ms. McGuire agreed.

Mr. Bulthuis moved to approve Resolution 2014-19 Authorizing the Submittal of Applications for Federal Funding for §533 in Federal Fiscal Year 2016 as submitted by staff. Councilor Ring seconded the motion.

Ms. Maes noticed that San Ildefonso Pueblo was not included in modifications to service.

Ms. McGuire said the list would be updated.

The motion to approve Resolution 2014-19 passed by unanimous (9-0) voice vote.

D. Discussion and Review of §5311 Capital Bus Procurement for Fiscal Year 2015

Mr. Mortillaro explained this was the District's annual procurement for the bus fleet.

Mr. Kelly reminded them that at the February 2013 Board meeting the Board approved a purchase agreement for bus purchases which were solicited on December 12, 2012. Earlier, in May, the District was awarded $300,000 as a 5311 grant from NMDOT for three vehicles.

This procurement would be for one 34 passenger bus from the grant at a cost of $155,573.00.

The second vehicle will be for an ADA van, classified as a minivan. It would be a sole-source procurement and has to have a sole source agreement.

The third vehicle will be for an 18 passenger CNG van. He said the Board had approved two to compare fuel types so the purchase will await the time when both can be purchased together.

This request is for $155,373 for the 5311 procurement with $31,351 local match.

Councilor Sheehey asked if the bus would be diesel or gasoline. Mr. Kelly replied it was diesel.

Ms. Maes asked if the cost would include accommodation for the ITS system. Mr. Kelly agreed.

Mr. Montoya moved to approve the §5311 Capital Bus Procurement as recommended by staff. Councilor Sheehey seconded the motion and it passed by unanimous (9-0) voice vote.

E. Discussion and Review of Sustainability Committee Member Appointments

Mr. Mortillaro recalled that at the February Board meeting, the Board adopted the Sustainability Plan

for the District. It called for the establishment of a Sustainability Committee that would set goals and measurements and provide reports to the Board on progress with sustainability initiatives and goals. The Charter for the Sustainability Committee was approved by the Board on March 7, 2014. At the June 2014 meeting, the Board approved four members to the Sustainability Committee: Councilor Pete Sheehey (Los Alamos County), Mr. Colin Messer (State Energy and Minerals Department), Mr. Anthony Mortillaro (Executive Director), and Mike Kelly (Operations Director).

Mr. Mortillaro announced that Mr. Kelly had recruited three volunteers to sit on the Sustainability Committee. Their backgrounds were listed in the documentation and he request their appointment to the Sustainability Committee. The three people are Ms. Katherine Mortimer (City of Santa Fe), Mr. Erick Aune (Santa Fe MPO), and Mr. Erik Aaboe (Santa Fe County).

Councilor Ring moved to approve the appointments. Mr. Bulthuis seconded the motion and it passed by unanimous (9-0) voice vote.

F. Discussion and Award of Long Range Transit Service Plan (LRTSP)

Mr. Mortillaro said in April 2014, the Short Term Transit Service Plan was completed and the District had also budgeted for the Long Range Transit Service Plan going out 20 years which had never been done since NCRTD started. The purpose of the LRTSP is to bring together information and data generated through the short range plan and build on other efforts such as the Santa Fé MPO Long Range Plan which doesn't cover all of the District's territory. Atomic City Transit is updating its short range plan. The State is developing a long range plan and so is Rio Metro. All of that information will be integrated into this plan. Once the information is assessed, it will help in developing a vision for the District's future in the 4 county area covering 20 years. It will project how the District should go forward, where we should allocate funds and what opportunities are ahead to improve transit services in this district. It will involve the Board extensively to help define that vision.

Staff had requested funding from NMDOT, Rail and Transit Division and the District received a grant of $64,000 with $16,000 local match from GRT for the LRTSP budget. The RFP was issued June 16, 2014 and only two firms submitted proposals. After review and interviews, the selection committee recommended to Felsburg, Holt & Ullevig as the consultant. Their proposal is in the packet with their budget that is slightly under $80,000 and details on how they will proceed.

The development of the LRTSP envisions about four public meetings since a lot of the needed information has already been gathered. The staff will sit with the consultant on how to get the most from constituents in those four meetings.

Mr. Bulthuis was unclear on page 53 under recommended action about involvement of the KFH Group.

Mr. Mortillaro said that was a typo and should say FHU.

Mr. Mortillaro said the $96,400 budget amount and will cover any additional costs for added public meetings or other work the District thinks it needs to accomplish the plan.

Councilor Sheehey noted on page 120, where the contractor described the meetings if it was anticipated those four meetings were additional meetings of the Board.

Mr. Mortillaro didn't anticipate that they would be but anticipated integrating the workshops into the board agenda.

Councilor Sheehey surmised that on those dates, other business would be lighter. Mr. Mortillaro agreed.

Mr. Mortillaro added that this group is also working with Rio Metro on their strategic plan. They haven't started work there yet.

Vice-Chair Chávez commented that the MPO in their work on the Master Transit Plan, were looking at connectivity and was encouraged that this firm was actually looking at connectivity of all Santa Fé trails and all routes including Rail Runner and would save time and money for everyone.

Ms. Mermejo moved to approve the contract with Felsburg, Holt & Ullevig at $80,000 as recommended by staff and to set a project budget amount of $96,400. Councilor Ring seconded the motion and it passed by unanimous (9-0) voice vote.

G. Discussion and Review of the Investment of District Funds and the State of New Mexico Local Government Investment Pool Report

Ms. Aragon provided this report to the Finance Subcommittee last month and the Subcommittee recommended it to the Board.

Ms. Aragon provided the report for the NMLGIP investments for the period of March to June 30 and shown on page 137 in the packet. The total amount set for investment totaled approximately $5,975,492 with a total overall cash balance of $7,428,077, including the NCRTD operating account balance of approximately $1,226,882. As of June 30, 2014, the earnings totaled $5,883 with an average rate of return of 0.325%. The highest rate was 0.70% with US New Mexico Federal Credit Union for a six-month term which earned $598.10.

The current quarter of April-June, 2014, earned a total of $3,941 compared to the entire 2013 fiscal earning of $3,377.

There were no questions and by consensus, the Board received the report.

DISCUSSION ITEMS:

H. Discussion and Review of Ski Santa Fe Service Update

Ms. McGuire reported on the Ski Santa Fe Service as instructed by the Board. Conversations regarding service to Ski Santa Fe have continued with Tribal members, City of Santa Fe, Santa Fe County and area stakeholders. At the July 30, 2014 meeting, they looked at the impact of this project on sacred and ceremonial sites on the mountain. Two meetings in August assessed that impact further. The group discussed the FLAP proposal update and in mid-August, focused on finding a win-win solution for all stakeholders and figuring out a financial plan to make it happen.

A meeting was set for September 2, 2014 to further clarify the mission of the service, potential funding sources and possibly stop sponsorships.

Vice-Chair Chávez noted there was still some expectation that it might happen for this ski season. This service should be addressed as part of the long range service plan. He urged the Board to keep the long range perspective and not to give the public false hopes.

Mr. Mortillaro agreed. Once these discussion have concluded, the District will meet again with the pueblos and make sure their concerns have been addressed. That needs to happen before formal action of the Board. Even if it all aligns, it is still a funding issue and without that, no service will be available.

Vice-Chair Chávez asked for an update on the FLAP application.

Ms. McGuire said the application was not approved but Santa Fé County did get funding.

Mr. Robert Griego reported that Santa Fe County received verbal communication that they would receive funding but were awaiting a formal award letter that would outline the specifics. The amount of the award would be identified in the letter.

The project would include a natural surface trail to Diablo Canyon as well as a paved portion. The proposed project was modified somewhat by the federal agency.

Councilor Sheehey announced that in Los Alamos this year, the County was building a partnership with Sipapu to operate the Pajarito ski area. Los Alamos is considering funding its own ski buses to the ski area from Los Alamos and White Rock out of Economic Development funds. They believed this project would be good for the town and help the economy. He hoped if Santa Fe had such resources, they would include that in their discussions.

Ms. Maes thanked Ms. McGuire for those efforts. Tesuque really appreciated the District efforts to push this forward for the venture with the pueblo concerns at the forefront. The group talked about what to do to help the public stay off of certain areas.

She shared a 2009 Indian Affairs Magazine article with the board members. They have expanded on it to address their own pueblos to give the public something they need to read about the cultural historic areas for everyone.

Vice-Chair Chávez advocated to keep the dialogue open and see how it plays out as they took slow and deliberate steps toward this service.

Mr. Mortillaro agreed and they would keep tracking it.

I. Financial Report for August 2014

Ms. Aragon presented the financial summary for two months of activity.

She informed the Board that they were still processing some invoices from the previous fiscal year and they would not see July GRT revenue until November 21.

Ms. Aragon went through the finances with the Board as shown on pages 141 - 153.

Councilor Sheehey pointed out that the District gets a large amount of federal funding in grants which is a good thing because that shows our delegation recognizes the importance of transit to economic development to our state. But that funding is not guaranteed and the members need to tell our delegation that continued funding for rapid transit is a high priority not just to keep RTD alive but for the benefit of our state. It was a big battle in Congress and the Senate this year. There are representatives and senators who have a negative idea about all of it. It is up to us to point out the good result for this money. We might disagree about the levels but there are those who want to throw a monkey wrench into the whole system. The NCRTD is dependent on continued functioning government and they need to continue funding these important projects.

J. Finance Subcommittee Report

Mr. Vigil reported that the Finance Subcommittee met on August 22 with two agenda items: 1) a review of the quarterly investment report as presented by Ms. Aragon; and 2) the entrance conference by Hinkle and Andrews for the audit.

Mr. Mortillaro recapped the entrance conference with the auditors. They asked the subcommittee of any areas of concern they would want auditors to take an extra look at. The subcommittee spent about 90 minutes in discussion with the auditors.

Ms. Aragon said they were required in May to send recommendations to the auditors of approval to proceed. The engagement letter was received this past week and that began the schedule.

Vice-Chair Chávez asked Mr. Vigil about the matrix in the packet.

Mr. Vigil said that was from the May meeting.

Councilor Sheehey explained that was just a mistake in the agenda packet. It should have included August minutes rather than May minutes.

Mr. Mortillaro pointed out that they didn't have a June or July subcommittee meeting so the May minutes were the only minutes approved at the August meeting.

No action was needed.

K. Tribal Subcommittee Report

There was no Tribal Subcommittee report because no meeting was held.

L. Executive Report.

Mr. Kelly referred to page 163 for the ridership which was down a little on District routes and regional routes but overall, showed they had an annual increase in ridership.

Page 166 showed that vehicle operating costs were a little lower than normal. The Spare vehicle ratio was up as they had one vehicle auctioned off and another is waiting to be sold. The District will continue to follow the replacement schedules as approved. The District met all maintenance targets.

There were two minor accidents with little or no damage and neither one was the District drivers' fault. The complaints and incidents were listed.

MATTERS FROM THE BOARD

M. Request for Service to Jicarilla Apache Nation

Mr. Mortillaro said a request letter needs to be submitted and staff are working with Rio Arriba County on it. That will probably be presented at the next meeting with a Jicarilla Apache representative.

MISCELLANEOUS

N. Request to Reschedule October 3, 2014 Board Meeting to October 10, 2014

Vice-Chair Chávez noted a request to reschedule the October Board meeting from October 3 to October 10.

Councilor Ring moved to schedule the next meeting on October 10, 2014 at 9:00 a.m. Councilor Sheehey seconded the motion and it passed by unanimous (9-0) voice vote.

Mr. Dwyer suggested that since the District publishes an annual Board meeting schedule that it would be best to notify the press on meeting date changes.

Mr. Bulthuis announced that he and Mr. Mortillaro are participating on the New Mexico Transit Association who contracted with a lobbying firm to advocate for some of the things Councilor Sheehey talked about. Specifically at the state level, they are setting up funds to keep transit operations going.

Mr. Mortillaro said Councilor Joe Maestas introduced a resolution at the New Mexico Municipal League to introduce a request to start a transit fund on the state level. We also made request to the Los Alamos Council through the New Mexico Association of Counties and talked with Brian Mosshardt who was going to talk to Sharon Stover who is the Los Alamos City Clerk and they might bring it back to the Los Alamos Council. Since NMTA doesn't have representatives on that board, the District has to rely on those who do.

Mr. Montoya invited the Board members to the Nambé Feast Day on Saturday, October 4th at Nambé.

Ms. Maes gave all the staff and Board members a big thank you for the celebration of NCRTD's tenth anniversary.

Ms. Mermejo announced they just finished construction on McCurdy Road and the intersection on the south road realigned would reopen today.

ADJOURNMENT

Upon motion by Councilor Ring and second by Ms. Maes, the Board meeting was adjourned at 10:35 a.m. by unanimous voice vote.

NEXT BOARD MEETING: October 10, 2014 at 9:00 a.m.

Approved by:

_____
Daniel R. Barrone, Chair

Attest:

_____
Dennis Tim Salazar, Secretary

Submitted by:

_____
Carl Boaz, Stenographer

North Central Regional Transit District
Board Meeting
Friday, October 10, 2014
9:00 a.m. - 1:00 p.m.

CALL TO ORDER:

A regular meeting of the North Central Regional Transit District Board was called to order on the above date by Commissioner Dan Barrone, Chair, at 9:28 a.m. at the Jim West Transit Center, 1327 Riverside Drive, Española, New Mexico.

1. **Pledge of Allegiance**

2. **Moment of Silence**

3. **Roll Call**

Ms. Lucero called the roll and it indicated the presence of a quorum as follows:

Members Present:	**Elected Members**	**Alternate Designees**
Los Alamos County	*Councilor Pete Sheehey*	
Rio Arriba County	*Commissioner Barney Trujillo [T]*	
Taos County	*Commissioner Dan Barrone*	
Santa Fé County	*Commissioner Miguel Chávez*	
Nambé Pueblo	Absent	
Pojoaque Pueblo	*Mr. Tim Vigil*	
Ohkay Owingeh	Absent	
San Ildefonso Pueblo		*Ms. Lillian Garcia*

Santa Clara Pueblo		Absent
Tesuque Pueblo		Absent
City of Santa Fé		*Mr. Jon Bulthuis*
City of Española	Excused	
Town of Edgewood	*Councilor Chuck Ring*	
Rio Metro (ex officio)	*Ms. Elizabeth Carter*	

Staff Members Present
Mr. Anthony J. Mortillaro, Executive Director
Ms. Dalene Lucero, Executive Assistant
Mr. Mike Kelly, Transit Operations Manager
Ms. Stacey McGuire, Projects and Grants Specialist
Mr. Jim Nagle, PIO
Ms. Glenda Aragon, Finance Manager

Others Present
Mr. Peter Dwyer, Legal Counsel
Mr. Carl Boaz, Stenographer
Mr. Ardee Napolitano, Rio Grande Sun
Ms. Lisa Katonak, Santa Fe County Manager's Office
Mr. Robert Griego, Santa Fe County Planning Manager
Mr. Scott Perkins, Wilson and Company

4. INTRODUCTIONS

No introductions were made.

5. APPROVAL OF AGENDA

Chair Barrone requested a change to the agenda to move the presentation (A) after the action item F in case a quorum was lost.

Commissioner Chávez moved to approve the agenda as amended. Mr. Vigil seconded the motion which passed unanimously by voice vote (7-0). Councilor Ring was not present for the vote.

6. APPROVAL OF MINUTES - September 5, 2014

Councilor Ring joined the meeting.

Commissioner Chávez asked to postpone approval of the minutes to the next meeting.

Commissioner Chávez moved to postpone approval of the September 5, 2014 minutes to the November 7, 2014 meeting. Mr. Vigil seconded the motion and it passed by unanimous voice vote.

Councilor Sheehey noted two corrections to be made to those minutes: Brian Bosshardt was spelled incorrectly and Sharon Stover is the Los Alamos City Clerk.

7. PUBLIC COMMENTS

There were no public comments.

PRESENTATION ITEMS

A. Presentation of AVL/CAD System

This item was postponed to later in the meeting under Approval of the Agenda.

ACTION ITEMS FOR APPROVAL/DISCUSSION:

B. Discussion and Consideration of Contract Award for the TAP/ADA Transition Plan

Ms. McGuire reported that at the September 2013 meeting the Board approved applying for TAP funding to perform an assessment of all bus stops and facilities to prepare an ADA plan to get into compliance at all the RTD bus stops and facilities. The application received an award of $165,000 for construction in 2015. She shared the details of the time line. The District got four statements of clarifications. And a team composed of Mr. Kelly, Ms. McGuire and Mr. Philo Shelton was appointed to create an RFP. Three firms qualified for the RFP and two proposals were received that were presented on October 3. Mr. Kelly, Ms. McGuire, Mr. Eric Martínez and Mr. David Chapman selected Wilson and Company and recommended the District award them the contract.

Staff will prepare the final contract award as required by the funders. She didn't see any issue and it could be approved either today or early next week. Ms. McGuire explained that if it was not approved by the Board, the District might not be considered compliant. NMDOT would make the final decision of approval.

The award would be $87,500 for the first phase with a local contribution of $12,740.

Ms. McGuire provided the proposal from Wilson and Company with the cost breakdown. The first page is the letter and ages 2-3 breaks it out with lead staff for each task and possible costs for consultants if additional need work arose.

Mr. Mortillaro said Scott Perkins, Vice President of Wilson & Company was present if needed to clarify answers to any questions.

Councilor Sheehey asked if the District was under any deadlines for coming into compliance.

Ms. McGuire said there were no concerns from the FTA. This is an opportunity to bring ourselves into compliance. FTA is most concerned to have a transition plan in place but without a set deadline and just to be reasonable.

Commissioner Chávez considered the match very reasonable and it benefits RTD. He asked where in the budget the match would come from.

Ms. McGuire said it would be from GRT revenues.

Mr. Mortillaro added that it is already in the budget.

Chair Barrone asked if the first phase would be done by the due date since there were only a couple of months left.

Ms. McGuire said it would be completed and the District needed to have report in by July 2015. She anticipated they would beat that deadline by a couple of months and that was done on purpose.

Commissioner Chávez moved to approve the contract award to Wilson & Company for the TAP/ADA Transition Plan as recommended by staff. Mr. Bulthuis seconded the motion and it passed by unanimous roll call vote with the City of Edgewood, Los Alamos County, Pojoaque Pueblo, Rio Arriba County, City of Santa Fe, Santa Fe County, San Ildefonso Pueblo and Taos County voting in favor and none opposed.

C. Discussion and Review of §5311 Sole Source Bus Procurement for Fiscal Year 2015

Mr. Kelly said in May the 5311 award was made to the District by NMDOT and part of it was for replacement of three buses. One was for a 34-passenger bus and one for an 18 passenger bus. Those were approved by the Board last month. The third was to replace an aging para-transit minivan that had exceeded the maximum mileage life in transit service.

Mr. Kelly showed pictures of the recommended replacement minivan that is manufactured outside of the country. It has a low floor with a continuous ramp to allow a passenger to sit shotgun. The FTA waived the domestic requirement so it could be purchased. The company was bought by an American company and is still sole source because they are the only ones providing such a vehicle.

The City of Santa Fé has purchased three of them and are satisfied with its performance. He added that the state purchase agreement did not include this size vehicle.

Staff recommended the purchase of the MV-1 ADA low floor minivan for $55,362 in a sole source purchase with the required 20% local match of $10,000. He added that$5,362 was saved this year out of the budget with the purchase of a sedan so the District has sufficient funds out of the match fund budget.

Commissioner Chávez moved to approve the purchase of the MV-1 minivan as recommended by staff. Commissioner Trujillo seconded the motion.

Mr. Bulthuis commented that the federal review team was on site and had issues with the way Santa Fé City purchased the MV-1 so he gave a heads up to have all the documentation ready.

The motion passed unanimously on a roll call vote with the City of Edgewood, Los Alamos County, Pojoaque Pueblo, Rio Arriba County, City of Santa Fe, Santa Fe County, San Ildefonso Pueblo and Taos County voting in favor and none opposed.

D. Discussion and Consideration of Memorandum of Agreement with the Pueblo of Santa Clara for Fiscal Year 2012 Tribal Funding from the Federal Transit Administration

Ms. McGuire explained that the District had applied on behalf of Santa Clara Pueblo for FY 2012 Public Transportation on Indian Reservations Program funds to support the continuation of existing transit services. This is to discuss the MOA with Santa Clara Pueblo for use of the FY 12 funding. This is still under SAFETLU and not MAP 21. Santa Clara, as the direct recipient, determined that $140,000 should be awarded to the NCRTD for those ongoing transit services. The MOA has been approved by Santa Clara Pueblo. The FTA asked for an electronic link and Santa Clara didn't see any issue with that so it would be an amendment to the MOA.

The recommendation of staff was to approve the MOA. She added that not to approve it would lose $140,000 as it had to go specifically to transit services.

Mr. Dwyer clarified that the current MOA document already has the federally required (amended) language but the motion must have in it the exact language which just makes it more convenient for a reader to identify the requirements.

Mr. Vigil moved to approve the Memorandum of Agreement with the Pueblo of Santa Clara for Fiscal Year 2012 Tribal Funding from the Federal Transit Administration as amended to include the required electronic link. Councilor Sheehey seconded the motion and it passed by unanimous roll call vote with the City of Edgewood, Los Alamos County, Pojoaque Pueblo, Rio Arriba County, City of Santa Fe, Santa Fe County, San Ildefonso Pueblo and Taos County voting in favor and none opposed.

E. Discussion and Consideration of Memorandum of Agreement with the Pueblos of Santa Clara, San Ildefonso, Tesuque and Pojoaque for Fiscal Year 2014 5311(c) Tribal Transit Funds.

Ms. McGuire said this MOA was to look at the tribal transit program for FY 14. The District applied on behalf of these pueblos for this funding. It is part of the TTP reporting. The pueblos of Santa Clara, San Ildefonso, Pojoaque and Tesuque each had a choice to keep the funding internally or allocate all or a portion to the NCRTD. Pojoaque, Tesuque, and San Ildefonso have decided to allocate the funds to the District and they are awaiting the Santa Clara decision. It includes the requested change of electronic link which is already there in the language of the MOA. The award allocations included $38,557 for the Pueblo of Pojoaque, $41,232 for the Pueblo de San Ildefonso, $119,656 for the Pueblo of Santa Clara and $45,433 for the Pueblo of Tesuque.

Staff recommended to approve the MOA for the four pueblos that were mentioned with the proviso that if there is any substantial difference, it will be brought to the Board.

Councilor Sheehey said, having worked with LANL, he was aware of federal government delays. In the previous MOA for FY 12 and here with FY 14 that just finished. He asked if the need to get these done sooner was because the federal requirements were just filtered down so slowly.

Ms. McGuire explained that there was a sunset clause on Santa Clara Pueblo and staff had been working ongoing with Santa Clara. With the FY 14 the District is much more proactive and ahead of the curve. She understood it seemed like they were late but they had no requests or concerns from FTA.

Councilor Sheehey appreciated that staff was trying to stay on target with it.

Mr. Mortillaro clarified that the MAP 21 changed how tribal entities could receive funding. Before it was on a competitive basis but they couldn't do transit programs on that basis so it became formulated and submitted with our partners and the feds didn't know what to do with it because the NCRTD is unique. We finally brought the feds around to understand our relationships and this is money we didn't count on and nice to be able direct them to service in those pueblos.

Mr. Dwyer said it appears the funds will be given lump sum to the pueblo who will lump sum it to the District. So we will have certainty early in the process.

Mr. Vigil moved to approve the Memorandum of Agreements with the Pueblos of Santa Clara, San Ildefonso, Tesuque and Pojoaque for Fiscal Year 2014 5311(c) Tribal Transit Funds. Commissioner Chávez seconded the motion and it passed unanimously by roll call vote with the City of Edgewood, Los Alamos County, Pojoaque Pueblo, Rio Arriba County, City of Santa Fe, Santa Fe County, San Ildefonso Pueblo and Taos County voting in favor and none opposed.

F. Discussion and Consideration of Memorandum of Understanding between Los Alamos County and North Central Regional Transit District for annual funding allocation

Mr. Mortillaro said this MOU basically outlined the terms and conditions of the annual contribution by Los Alamos County. This year it is $400,000 and as the Board could see in the recitals, basically since 2006, Los Alamos has contributed almost $6 million to NCRTD and we are grateful and hope it will continue in the future. It is basically the same agreement as he once drafted when working for Los Alamos Count in 2006.

Commissioner Chávez noted that without their assistance he didn't know where the District would be at this point but it really helped to build the foundation and keep building on it. He acknowledged them for their continued support.

Councilor Sheehey said Los Alamos County is happy to continue to provide this support. The initial large sum to get it going was no longer necessary because the District now had GRT and grants but they realized it was important for matching grants as that opportunity arises and the District has taken advantage of those. And even with restrained circumstances. And Los Alamos County will have four new councilors in this election but they all want to continue to have the NCRTD be a success.

Chair Barrone thanked Los Alamos for their support

Mr. Bulthuis moved to approve the Memorandum of Understanding between Los Alamos County and North Central Regional Transit District for their annual funding allocation as recommended by staff and with gratitude. Mr. Vigil seconded the motion and it passed unanimously be roll call vote with the City of Edgewood, Los Alamos County, Pojoaque Pueblo, Rio Arriba County, City of Santa Fe, Santa Fe County, San Ildefonso Pueblo and Taos County voting in favor and none opposed.

PRESENTATION ON AVL SYSTEM.

Ms. McGuire presented the report on the AVL System status. They had been working on this since July 20, 2013. The AVA allows the RTD to be more responsive and proactive and increases safety for riders and drivers and gives an opportunity to use real time information in the services provided by the District and the services provided by others in the state.

This system allows for more reporting capabilities so she was expecting they would transition to learning and then using the system. With it, the District could tell what speeds the vehicles are going and can be more comfortable in maximizing those resources. With that in mind the District wants to transform the way it provides transit to northern New Mexico.

Page 15 in the packet provided the bullet points and Key Milestones. She explained how they negotiated with the entity providing the system to make it most beneficial to the District. In December, they-performed vehicle surveys for types of equipment they would need. She showed the MVT (Tablet) that allows communication between dispatch and vehicle. They had two kinds of trainings that dealt with demand response as well as all operational needs. They had to input scheduled arrivals, all stop locations and then create the trips, runs, patterns, and routes. It is heavy duty detail.

Chair Barrone asked if it was based on cell reception.

Ms. McGuire said not for the input but they did have GPS and satellite as well as a cellular component. They have a couple of stops that are challenges and they were looking at external modems as a creative approach to rectify that to see what we can do to fix those places. They have done pilot testing on site and in June the company was here doing installs. All vehicles have MTV right now and GPS. We know where all vehicles are and where they are going.

They are anticipating a live roll out in January 2015 and incorporate the 5-year plan. The MDT module allows the driver to see if they are on time or behind or ahead of schedule with a log on/log-off notification to Dispatch. Vehicle Location Monitoring and Dispatch will know if the vehicle starts moving when the driver is not in it. Next Stops is provided to the driver so they know their route at all times.

Two-Way Data Messaging has several options. It is free form so it could be like a text sent to the vehicle and decreases the use of radio. On the reverse, pre-defined messages can be sent by the driver - like a security issue or departing the bus.

Safety announcements are like amber alerts or weather notices can be sent to the vehicles. If two buses are supposed to meet and there is a delay a notice is provided to please compensate to make sure it is provided.

The Covert Alarm function is strategically positioned so a driver can press it without tipping off any passenger so it won't escalate but report the crisis.

On the operations side, she demonstrated the services available.

Ms. McGuire said that in 12-18 months, all components will be in use, including links with other providers like Santa Fé Trails or Rail Runner for planning a trip. She added that there are many more tools in the system of which we probably are not yet aware. She listed the benefits of the ITS.

Mr. Vigil asked how long they would keep the data.

Ms. McGuire said forever.

Mr. Dwyer thought probably at some point they would delete history but it would be kept as required.

Ms. McGuire pointed out that if someone had a heart attack, the driver could let police know immediately and provide the exact location.

Mr. Mortillaro said there are many elements to the ITS such as automatic passenger counters and automatic announcement of next stops. He gave credit to Ms. McGuire, Mr. Kelly and James Luján for their extensive involvement in the work. They were looking at rolling it out in January.

Councilor Sheehey said they needed to include in training for drivers how to use these tools in a safe way.

Ms. McGuire agreed. Once the newness wears out, there won't be that interest in it and drivers are advised not to touch it while driving.

Councilor Sheehey could envision outreach centers at libraries and visitor centers where the public might want to access the system or at institutions for handicapped who want to use the system and might need help to figure out how to use the resource.

Mr. Nagle said there will be extensive marketing and outreach tied in to the kick off.

Mr. Dwyer said from a legal perspective we've seen actions regarding texting but turning their cell phones off would be best.

Mr. Mortillaro said they have not gotten to the point that the cell phones go into the locker when going out on route. So far, it is way much better than in the past. There is some residual feeling that employees were immune to that but found out that it puts their passengers at risk and the union won't back them up. It doesn't take long to get that message out. And the cameras are right on them and they still felt they could violate these practices.

Mr. Bulthuis said the key issue is management oversight and correcting behaviors according to policy and that eliminates the threat and handles it effectively.

DISCUSSION ITEMS:

G. Discussion and Review of Ski Santa Fe Service Update

Mr. Mortillaro said there was not much to report on this. An update was given to the Santa Fé Public Works Committee and members saw the news article that came from it.

At this point in time, we need a meeting with stakeholders to determine the contributions to this project and then staff can bring it back to the Board. One more follow up meeting with pueblos and how they will be addressed will be scheduled. The service won't happen this ski season.

Commissioner Chávez thought that was where they went wrong. The route should be a trial basis for a couple of years not only for Ski Santa Fé but for other entities that might benefit from that route. There are lots of benefits to take cars off that corridor. He hoped they could look at it long term rather than as a snapshot just for this ski season. Broadening the discussion and including more people needs to happen.

Mr. Mortillaro said if it was year round, it would cost approximately $200,000 but on an 8 month basis considerably less. Commissioner Chávez brings up a good point that it needs to be on a multi-year basis. The group needs to talk about a longer trial base period.

Commissioner Chávez hoped more people would buy into it with substantial amounts or else he was not going to advocate for it. He was able to attend a couple of discussions and things were getting clearer

and they shouldn't rush it just for Ski Santa Fé.

Mr. Bulthuis, on behalf of Councilor Bushee, thanked Mr. Mortillaro for attending the Public Works Committee and asked him to communicate what Commissioner Chávez just described that discussions should continue.

Commissioner Chávez asked what contribution the City of Santa Fé was willing to make.

Mr. Bulthuis said there was none yet - just a commitment to continue the dialogue on what expenses will be.

H. Financial Report for September 2014:

Ms. Aragon gave the financial report for September 30 and shared the highlights. The report was presented in the packet starting on page 154. It showed revenue exceeding expenses.

She said the Finance Department was gearing up for the external audit and anticipating a report from Hinkle as early as November. They would send the report to the State Auditor on December 1st and will anticipate an unqualified opinion.

There were no questions by the Board members.

I. Finance Subcommittee Report

Mr. Vigil said the Finance Subcommittee did not meet last month.

J. Tribal Subcommittee Report

Mr. Mortillaro said there was no Tribal Subcommittee meeting last month.

K. Executive Report for September 2014 and Comments from the Executive Director:

1. Executive Report

Mr. Mortillaro reported that the Town of Taos approved a resolution requesting NCRTD membership at their meeting on Tuesday and that commences the Board's consideration of it on the November agenda. We have to have a 2/3 vote by those present at the meeting, as called out in our bylaws. If approved, it will require an amendment to the Intergovernmental Agreement that each member subscribes to. We will have the IGC amendment for a change in population of the City of Santa Fé and that will impact the voting analysis vs Santa Fé County and also by adding membership for the Town of Taos.

Commissioner Chávez asked if that would be by resolution to accept the new member.

Mr. Mortillaro agreed. The Santa Fé population would be a separate resolution.

Mr. Dwyer explained the membership analysis was a two-step analysis and probably wouldn't make a monumental change in the scheme.

Mr. Mortillaro said he had already crunched the numbers. The City would go from 5-6 votes and Santa Fé County wouldn't change. The Town of Taos would gain two votes so it would change the quorum and require 8 to start a meeting and increase the 2/3 majority.

Commissioner Chávez noted that the City and County had not finished the annexation yet. So it could change again in the future.

Mr. Mortillaro explained that if Santa Fe County minus city population falls below 50,000, they would lose one vote.

Councilor Ring said that Edgewood has an annexation that will take them from 3,000 to 4,000.

Mr. Mortillaro said that at 5,000 they would get another vote.

Mr. Dwyer pointed out that although the Board would have a resolution to accept a new member, the IGC is what makes the change. It is important to get all 14 members to sign it. So it will freshen and invigorate the vote and voting rights. It is what makes you what you are.

There have been concerns about dilution of voting rights but, fundamentally, if the Board is doing its job, you need to support the Board by getting the IGC signed. The District had problems where some members just wouldn't sign the agreement when they are sitting here and casting votes. So he encouraged everyone to take the IGC back and sign it to support the decision.

Councilor Sheehey noted there had been talks with Jicarilla and asked if those talks were coming to a conclusion.

Mr. Mortillaro said they had not and not Picuris Pueblo or Taos Pueblo. Also Questa and Taos Ski village are incorporated entities that could petition to become members under the state statute. Chama is the sixth.

Mr. Dwyer said that is the Board's decision and the statute says a 2/3 vote of this Board, after a public hearing, is required. It is because of being taxed and all of these people are already being taxed. In the past, the Town of Taos has deliberately chosen not to be a member and now wants to be a member.

Mr. Bulthuis asked if it would be okay to have the representative sign it rather than going to the governing body.

Mr. Dwyer didn't think so. If the entity wanted to vote, they would have to sign on the bottom line.

Mr. Bulthuis asked if in adding to the membership, there was something that required elected representatives only to vote.

Mr. Dwyer believed that was the case so it would mean they need elected officials at the November meeting.

Mr. Mortillaro thought that was only the case for motions on debt and real property.

After looking it up, Mr. Dwyer agreed the statute didn't restrict voting on membership nor on amendments to the IGC, just to elected representatives so designees were fine.

Mr. Mortillaro said the annual report was ready and passed it out to those present.

2. **Performance Measures for August 2014**
3. **Ridership Report for August 2014**

Mr. Kelly reviewed the performance measures for the Board starting on page 172 of the packet and commented briefly on the statistics.

Councilor Sheehey excused himself from the meeting at 11:20 a.m.

There were no questions on his report.

With the departure of Councilor Sheehey there was not a quorum present to go into executive session but Commissioner Trujillo was called again and a quorum was re-established.

Ms. Carter announced that Rio Metro will do its envisioning process at the end of October and has issued and RFP for Sandoval County with proposals due by November 15.

CLOSED SESSION

Pursuant to NMSA 1978 §10-15-1.H(7) for the limited purposes of discussion threatened or pending litigation in which the NCRTD is or may become a participant - Delinquent Property Taxes Issue, and pursuant to NMSA 1978 §10-15-1.H(2) for the limited purposed of discussing limited personnel matters.

Mr. Vigil moved to go into closed executive session pursuant to NMSA 1978, Section 10-15-1.H(2) for consideration of limited personnel matters and Section 10-15-1.H(7) to discuss threatened or pending litigation in which the NCRTD is or may become a participation, particularly delinquent property taxes. Commissioner Chávez seconded the motion which passed by roll call vote with Town of Edgewood, Pojoaque Pueblo, City of Santa Fe, Rio Arriba County, Santa Fe County, San Ildefonso Pueblo and Taos County voting in favor and none voting against.

The Board entered executive session at 11:35 a.m.

L. Reconvene in Open Session and Possible Action Items from Closed Session

Upon motion by Mr. Vigil, seconded by Commissioner Chávez and unanimous roll call vote, the Board returned to open session at 12:21 p.m.

Mr. Dwyer announced to the public that during the executive session the only items discussed were those listed on the agenda and during the closed session, no actions were taken

Mr. Vigil moved to accept the report. Commissioner Chávez seconded the motion and it passed unanimously by roll call vote with Town of Edgewood, Pojoaque Pueblo, Rio Arriba County, City of Santa Fe, Santa Fe County, San Ildefonso Pueblo and Taos County voting in favor and none voting against.

MATTERS FROM THE BOARD

M. Request for Service to Jicarilla Apache Nation

Mr. Mortillaro noted the letter in the packet from the Rio Arriba County Manager requesting that the Board direct Staff to review the request for service under the protocol to comply with rules and regulations.

He said since Mr. Campos made the request, staff has been in contact with those folks at Jicarilla Apache Nation and will bring the request to the Board at a future board meeting on the service request and how it might be addressed.

He asked for a motion to pursue the request and bring it back to the November meeting.

Commissioner Chávez moved to direct staff to bring the request for service by the Jicarilla Apache Nation to the November Board meeting for consideration. Councilor Ring seconded the motion which passed unanimously by roll call vote with Town of Edgewood, Pojoaque Pueblo, Rio Arriba County, City of Santa Fe, Santa Fe County, San Ildefonso Pueblo and Taos County voting in favor and none voting against.

N. Request for Approval of the Chair to Attend the 21st National Conference on Rural Public and Intercity Bus Transportation on October 26-29, 2014 in Monterey, California

Chair Barrone and Mr. Mortillaro requested to attend the Conference in October in Monterey California.

Mr. Vigil moved to approve the request. Mr. Bulthuis seconded the motion and it passed unanimously by roll call vote with Town of Edgewood, Pojoaque Pueblo, Rio Arriba County, City of Santa Fe, Santa Fe County, San Ildefonso Pueblo and Taos County voting in favor and none voting

against.

MISCELLANEOUS

Mr. Bulthuis announced that Mr. Mortillaro met with the NMTA Board yesterday and they are advancing public transit legislation and would have it by December and he would ask for support for the bill. A resolution to NMAC speaks to the same item. He appreciated support for that initiative.

Councilor Ring asked if it was to request an appropriation.

Mr. Bulthuis said at this point it is just for a statewide transit fund to be recognized. He said there were a couple of attempts in the past. The last was in 2009. He said it wouldn't compete with any others in place. The State doesn't provide any transit funds in New Mexico and this would open the door.

ADJOURN - Next Board Meeting: November 7, 2014 at 9:00 a.m.

Commissioner Chávez moved to adjourn the meeting. Mr. Vigil seconded the motion and it passed by unanimous voice vote.

The meeting was adjourned at 12:30 p.m.

Approved by:

_____
Daniel R. Barrone, Chair

Attest:

_____
Dennis Tim Salazar, Secretary

Submitted by:

_____
Carl Boaz for Carl G. Boaz, Inc.

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: November 7, 2014

Agenda Item - B

Title: A presentation and discussion of the Long Range Transit Service Plan

Prepared By: Anthony J. Mortillaro, Executive Director

Summary: The consulting team from Felsburg, Holt and Ullevig (FHU) will be meeting with the Board to discuss the Long Range Transit Service Plan process and engage in an interactive dialogue with the Board regarding the District's Vision, Mission, and Goals and overall direction in creating a future service plan and long term vision for the District. This is the first of four meetings that the Board will engage in.

Background: FHU was contracted with to create the first ever Long Range Transit Service Plan for the District. The tasks in the contract provide for four meetings with the Board.

Recommended Action: Discussion only.

Fiscal Impact: NA

Attachments:
- Project Overview

AGENDA

NCRTD Board Meeting #1

1327 N. Riverside Drive
Espanola, NM 87532

November 7, 2014

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1) Introductions/Project Roles

2) Project Scope Summary

3) Schedule

4) Vision and Goals Exercise
    a. Current system
    b. Vision for future system
    c. Strengths, weaknesses, opportunities and challenges discussion

5) Next Steps

Summary of Firms and Roles

Founded: 1984
Employees: 120
Locations: 4
Centennial, CO (HQ)
Colorado Springs, CO
Omaha, NE
Lincoln, NE

Felsburg Holt & Ullevig is a transportation consulting firm specializing in transportation and transit planning, traffic engineering, civil engineering design, and environmental services. FHU has four offices with 125 employees. FHU is the prime consultant and will oversee development of the long-range transit service plan.

Contact: Holly Buck, (303) 721-1440, holly.buck@fhueng.com

Founded: 1981
Employees: 30
Locations: 19 nationwide including one located in Santa Fe, NM

The Mercer Group, Inc. is a management consulting firm with 19 offices and 30 professional consultants. The Mercer Group will assist with the strategic visioning and prioritization of the long-range transit service plan.

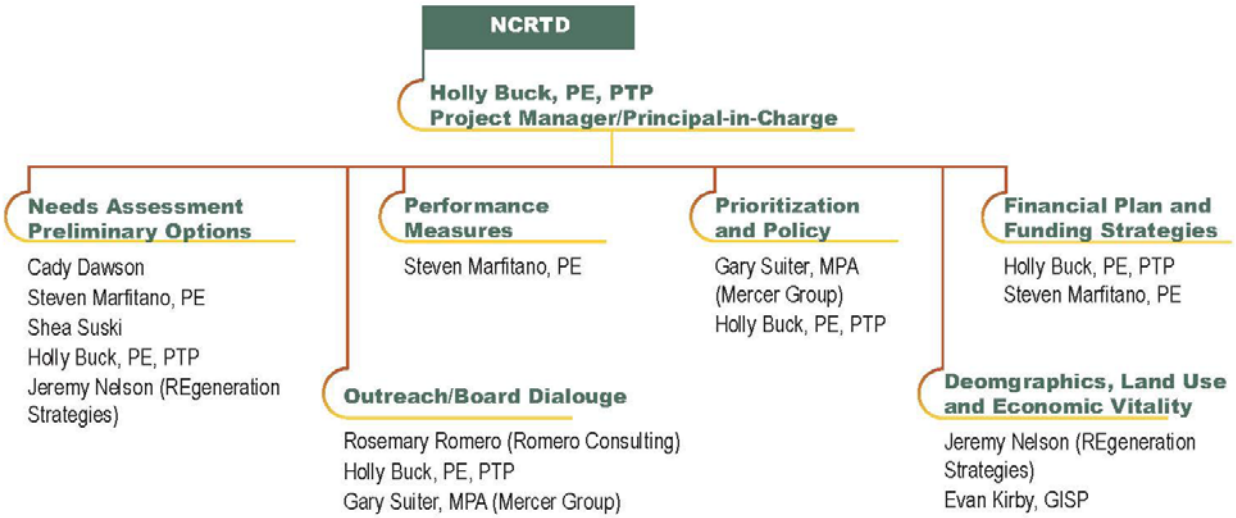
Founded: 2014
Employees: 1.25
Locations: 2
Durango, CO
San Francisco, CA

REgeneration Strategies works with clients to identify ways to generate economic development through land use and transportation investments. Regeneration Strategies will review existing and future land use patterns to identify ways to bring planned land uses and investment in NCRTD together to encourage economic development.

Rosemary Romero Consulting
Founded: 2000
Employees: 1
Locations: 1
Santa Fe, NM

Rosemary Romero Consulting is a local firm specializing in facilitating public involvement and dispute resolution. RR Consulting will lead the public outreach efforts for the long range transit service plan.

Organization Chart



Scope of Work Summary

Task 1. Project Initiation and Project Management

Deliverables

Finalized scope of work
Kick off meeting agenda and meeting materials
Monthly project progress reports including schedule and budget tracking

The first task ensures that the team has a clear understanding of NCRTD's goals for the project and includes ongoing project management and quality control for the project deliverables.

Task 2. Outreach/Board Dialogue

Deliverables

Meeting agendas and meeting materials
Public engagement plan
Stakeholder involvement record
Electronic and hard copy community meeting announcements
Materials and meeting summaries for four community meetings

This task covers public outreach efforts and bimonthly meetings with the NCRTD Board of Directors.

Task 3. Review of Other Plans

We will review all relevant documents identified in the RFP, research related transit work that is currently underway, and inventory existing transit services within the region.

Task 4. Demographics, Land Uses and Travel Patterns

Deliverables

Demographic analysis
White paper on changing travel behavior
Summary of existing and future land use and impact on transit

This task will build on the demographic analysis conducted in the recent short-term plan by adding pertinent information on population growth and shifts in the demographics and future land use information. This could include census data as well as information on people's desire to age in place and the trend for Millennials to live near where they work.

Task 5. Needs Assessment

Deliverables

Needs Assessment Report
White paper summarizing research on the benefits of transit

The team will provide an assessment of how well the current transit system, including recommendations made in the near-term transit plan, can meet future travel needs in the region. During this task the team will also prepare a white paper with information on the benefits of transit for communities and the impact of not providing sufficient transit to meet transit needs. This will include a qualitative assessment of potential regional return on investment from transit operations.

Task 6. Preliminary Options, Alternatives and Proposed Strategies

Deliverables

Preliminary Options Report
Prioritization options, process and recommended prioritization plan

During this task, the team will develop future transit scenarios, an evaluation process and a prioritization process. The team will develop and evaluate up to six scenarios that address the needs and gaps identified in Task 5. This task will also describe the potential expanded role of the NCRTD in working with local jurisdictions to facilitate transit-supportive land use patterns and major developers to incentivize transit-oriented development in areas well-served by transit will be considered. Ultimately, the evaluation process will identify a single transit scenario that will become the Recommended Long Range Transit Plan.

Task 7. Recommended Long-Range Transit Plan Prioritization and Implementation

Deliverables

Detailed description and map of Recommended Long Range Transit Plan
Performance Measures
Prioritization process
Implementation Strategies

The prioritization process will be developed in conjunction with the Board of Directors and will reflect the values of the community as heard through the community meetings for this project and the public meetings held as part of the short-term plan. The team will layout an implementation plan that will be a roadmap for achieving the vision. This will include guidance on strategic partnerships, planning studies, land use policies, agency structure, and funding options to work

toward vision implementation. During this task the team will work with the Board to develop a set of performance measure to measure NCRTD progress toward attaining the vision over time.

Task 8. Funding Strategies and Financial Plan

Deliverables

White paper of funding strategies
Financial plan with editable spreadsheet tool

The team will develop a near and long-term financial plan that will lay out capital and operating expenditures in their anticipated year. This exercise will illustrate the capital and operating funding amounts needed to implement and sustain services between 2015 and 2035. An editable spreadsheet tool will be provided to NCRTD to update expenditures and revenues as needed to keep the financial plan update even after the project has been completed.

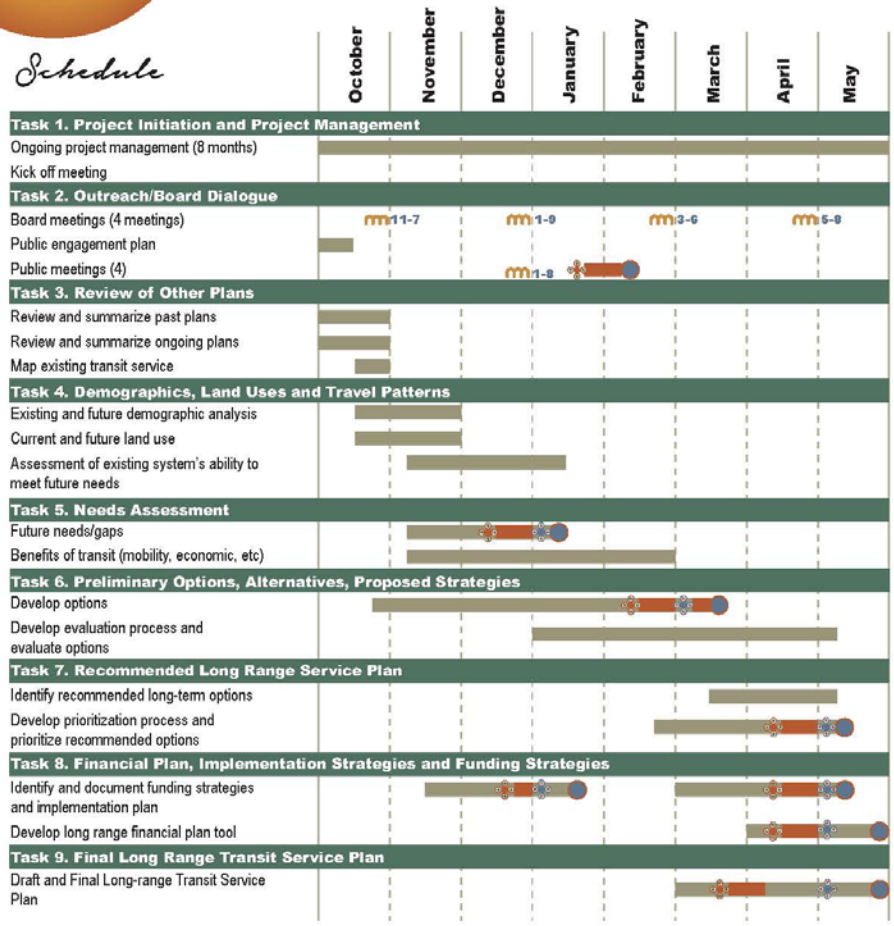
Task 9. Final Long Range Transit Service Plan

Deliverables

Draft and Final North Central
Regional Transit Long Range
Transit Service Plan, including
Executive Summary

The deliverables and analysis developed as part of this long range transit plan will be assembled into an easy to read, user friendly document.

Schedule


October
November
December
January
February
March
April
May
Task 1. Project Initiation and Project Management
Ongoing project management (8 months)
Kick off meeting
Task 2. Outreach/Board Dialogue
Board meetings (4 meetings)
11-7
1-9
3-6
5-9
Public engagement plan
Public meetings (4)
1-8
Task 3. Review of Other Plans
Review and summarize past plans
Review and summarize ongoing plans
Map existing transit service
Task 4. Demographics, Land Uses and Travel Patterns
Existing and future demographic analysis
Current and future land use
Assessment of existing system's ability to meet future needs
Task 5. Needs Assessment
Future needs/gaps
Benefits of transit (mobility, economic, etc)
Task 6. Preliminary Options, Alternatives, Proposed Strategies
Develop options
Develop evaluation process and evaluate options
Task 7. Recommended Long Range Service Plan
Identify recommended long-term options
Develop prioritization process and prioritize recommended options
Task 8. Financial Plan, Implementation Strategies and Funding Strategies
Identify and document funding strategies and implementation plan
Develop long range financial plan tool
Task 9. Final Long Range Transit Service Plan
Draft and Final Long-range Transit Service Plan

KEY
- Meeting Materials/announcements
- Draft Deliverable to Staff
- Draft Deliverable for Board Review
- Final Deliverable
- Review

Draft Agendas and Meeting Goals

	Goals	Agenda
Meeting #1 (11-7)	Get inital input from Board on NCRTD's Mission, Vision, and Goals	• Introduce team and Board • Review scope of work and deliverables • Interactive discussion on Mission, Vision and Goals
Meeting #2 (1-9)	Understand benefits of tranist for the region and initiate visioning discussion	• Transit and land use connection • Transit and economic development • Review initial demographic-based needs assessment • Review and identification of potential peer systems • Review Funding options • Interactive regional visioning exercise
Meeting #3 (3-6)	Understand what peer communities are doing and identify best practices for the region	• Peer panel discussion • Best practices summary • Preliminary transit options • Review draft evaluation process • Review draft prioritization process
Meeting #4 (5-8)	Generate consensus of future transit vision and prioritization	• Evaluation of transit options • Recommended transit options • Prioritization of recommended options • Consensus on final plan recommendations

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: November 7, 2014

Agenda Item - C

Title: Resolution No. 2014-18 Adding the Town of Taos as a New Member of the NCRTD

Prepared By: Anthony J. Mortillaro, Executive Director

Summary: Based upon recent discussions with the Town of Taos representatives regarding their interest in joining the NCRTD, the Town conducted a public hearing and adopted Town of Taos Resolution No. 2014-18 indicating the Town Council's intent to join to the District.

The District currently provides a number of routes that services Taos County and the Town of Taos.

Background: At the December 2, 2011 meeting the Board of Directors requested that the Executive Director and Chair send informational letters regarding membership in the NCRTD to all eligible non-member entities. Since then several entities have requested and been authorized to join the NCRTD. The newest members are the Town of Edgewood and Nambe Pueblo. The Board Bylaws, Intergovernmental Contract and State Statue are vague as to the process or solicitation of information for membership into the District. The basic requirements for adding members are:

1.) Public hearing by the proposed member.

2.) Public hearing by the Board.

3.) An affirmative vote by two thirds (2/3) of the voting units of the Board of Directors (IGC) and two thirds of the directors (NMSA 1978, Section 73-25-6 (C).

4.) Execution of a new amended IGC based on the vote.

Recommended Action: It is recommended that the Board adopt NCRTD Resolution No. 2014-18 adding the Town of Taos as a member. In addition execution of a new amended Intergovernmental Contract will be required along with a modification of the weighted vote analysis.

Options/Alternatives:

1. Adopt the resolution as presented accepting the Town of Taos as a new member; or
2. Take no action on the resolution and the Town of Taos's request.

Fiscal Impact: None

Attachments:

- Resolution No. 2014-18
- Voting Strengths Analysis
- Town of Taos Adopted Resolution
- Notice of Public Hearing
- IGC Cover Memo
- Appendix B from the IGC

North Central Regional Transit District (NCRTD)

Resolution 2014-18

ALLOWING THE TOWN OF TAOS TO JOIN AS A MEMBER OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT (NCRTD)

WHEREAS, the NCRTD was created through legislative enactment (chapter 65, signed March 21, 2003); and,

WHEREAS, the NCRTD is a sub-division of the State of New Mexico; and,

WHEREAS, the NCRTD was approved and certified by the New Mexico Department of Transportation Commission September 14, 2004; and,

WHEREAS, the Town of Taos adopted Town Resolution No. 2014-18 showing the Town Council's intent to join the District on October 7, 2014; and,

WHEREAS, in order to create a truly effective and efficient regional transit system that cooperatively and equitably serves north central New Mexico, the NCRTD believes that the Town of Taos should be a member of the District.

NOW THEREFORE BE IT RESOLVED by the NCRTD that the Board of Directors accepts and approved the Town of Taos's request to join the District.

PASSED, APPROVED, AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 7th DAY OF NOVEMBER, 2014.

_____

Daniel Barrone, Chairman

Approved as to form:

_____

Peter Dwyer, Counsel

VOTING STRENGTH ANALAYSIS - November 7, 2014

Member	Population (1)	% of Total Population	Member Unit	Population Units (2)	Total Voting Units	Voting Units % of Total
Los Alamos County	17,798	7.51%	1	2	3	9%
Río Arriba County	23,925	10.10%	1	3	4	12%
Española City	10,224	4.32%	1	2	3	9%
Ohkay Owingeh Pueblo	2,791	1.18%	1	0	1	3%
Santa Clara Pueblo	3,132	1.32%	1	0	1	3%
Taos County	27,304	11.52%	1	3	4	12%
Town of Taos	5,731	2.42%	1	1	2	6%
Santa Fe County	57,593	24.31%	1	4	5	15%
San Ildefonso Pueblo	672	0.28%	1	0	1	3%
Pojoaque Pueblo	367	0.15%	1	0	1	3%
Nambe Pueblo	365	0.15%	1	0	1	3%
Tesuque Pueblo	435	0.18%	1	0	1	3%
Santa Fe City	82,800	34.95%	1	5	6	18%
Town of Edgewood	3,777	1.59%	1	0	1	3%
Total	**236,914**	**100%**	**14**	**20**	**34**	**100%**

Total Members: 14
Total Voting Units: 34
Quorum Requirments: 8 Members **and** 18 Voting Units
Simple Majority Vote: 18 Voting Units and 8 members present
Two Thirds Vote: 23 Voting Units and 10 members present

[1] Population estimates were extracted from 2013 Annual Estimates of the United States Census Bureau.
[2] Voting Units are awarded in the following manner:
All Members receive one (1) vote by virtue of being a Member.
Members receive one (1) additional vote for population between 5000 and 9,999;
an additional vote for population between 10,000 and 19,999;
an additional vote for population between 20,000 and 39,999;
an additional vote for population between 40,000 and 79,999;
an additional vote for population equal to or greater than 80,000.

2010 Census Update -Board approved April 13, 2012./Edgewood Member Add - Board approved September 7,2012./ Nambe Pueblo member add and Board approved 3/1/2013 Updated with addition of Town of Taos and City of Santa Fe annexation of portions of unicorporated Santa Fe County and Board Approved on 11/7/2014.

RESOLUTION 14-45

A RESOLUTION TO JOIN THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT AS A VOTING MEMBER OF THE DISTRICT AND TO PARTICIPATE IN THE AFFAIRS OF THE DISTRICT

WHEREAS, the purpose of the North Central Regional Transit District (the "District") is to serve the residents within District boundaries by providing for the creation of the Regional Transit District; provide a choice of transportation alternatives for goods, services, jobs, and activities of the community; and finance, plan, construct, operate, maintain and promote a regional public transit system.

WHEREAS, the Legislature of the State of New Mexico has passed legislation and the Governor has signed into law, the "Regional Transit District Act;" and

WHEREAS, public transportation is a critical component of multimodal transportation systems; and

WHEREAS, statewide, multimodal transportation systems improve access to education and jobs and provide a foundation for New Mexico's economic prosperity; and

WHEREAS, expanded public transit services help rural and urban New Mexico optimize available regional services; and

WHEREAS, a statewide connection of regional transit district would improve local and state connections; and

WHEREAS, regional public transit would enable increased federal investment in New Mexico; and

WHEREAS, multi-jurisdictional transportation systems would protect our environment and enhance energy efficiency, decrease congestion, decrease automobile accidents, reduce noise and air pollution and improve public health; and

WHEREAS, coordinated regional public transportation would help sustain New Mexico's cultural diversity; and

WHEREAS, regional transit districts function to coordinate public transit services and connect all forms of existing and proposed transportation services provided by different levels of government and various jurisdictions, resulting in decreased operational costs to participating jurisdictions and improved and increased services to residents of those areas served; and

WHEREAS, improved public transportation services in New Mexico would extend the life of existing roads, highways, and regional transit services, and protect current and future investment in the region's transportation infrastructure, therefore:

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF TAOS THAT:

Section 1. The Town of Taos shall join the North Central Regional Transit District as a voting member of the District, and participate in the affairs of the District by appointing a representative, and a designee to the Board of Directors.

Section 2. The Town of Taos approves and authorizes the Mayor to execute the Intergovernmental Agreement establishing the District, and any other relevant documents affecting the legal status of the District, and directs staff to actively work toward establishing funding for the said District in order to deliver ongoing regional public transportation services.

PASSED, APPROVED and ADOPTED, this 7th day of October 2014, at the Regular Meeting of the Town Council by the following vote:

Mayor Pro Tem Frederick A. Peralta	yes
Councilmember Judith Y. Cantu	absent during vote
Councilmember George "Fritz" Hahn	yes
Councilmember Andrew T. Gonzales	yes

TOWN OF TAOS

Daniel R. Barrone, Mayor

ATTEST:

Renee Lucero, Town Clerk

APPROVED AS TO FORM

Floyd W. Lopez, Town Attorney

The newspapers of **New Mexico** make public notices from their printed pages available electronically in a single database for the benefit of the public. This enhances the legislative intent of public notice - keeping a free and independent public informed about activities of their government and business activities that may affect them. Importantly, Public Notices now are in one place on the web (www.PublicNoticeAds.com), not scattered among thousands of government web pages.

County: Taos
Printed In: Taos News
Printed On: 2014/09/18

Legal No. 14,056.
TOWN OF TAOS
NOTICE OF PUBLIC HEARING

PUBLIC HEARING TO DISCUSS, CONSIDER AND TAKE ACTION ON PROPOSED RESOLUTION 14-45 TO JOIN THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT AS A VOTING MEMBER AND TO PARTICIPATE IN THE AFFAIRS OF THE DISTRICT.

NOTICE IS HEREBY GIVEN that on October 7, 2014, at 1:00 p.m., the Town of Taos Council, meeting in Special session at the Town Council Chambers, Coronado Hall, 120 Civic Plaza Drive, Taos, New Mexico, will consider adoption of the above referenced resolution.

This meeting will be a public hearing to consider the merits of the proposed resolution. Copies of the full text of the resolution are available for inspection and/or copying at the Office of the Town of Taos Clerk, Town Hall, 400 Camino de La Placita, Taos, New Mexico during normal office hours.

This notice is published pursuant to Section 73-25-4(C) NMSA and is authorized pursuant to Resolution 14-47, approved and adopted by the Town of Taos Council.

The Town of Taos is ADA compliant. If you are in need of assistance or accommodations such as a reader, amplifier, qualified language interpreter, or any other form of auxiliary aid or service to attend and/or participate in the public hearing, please contact the Town Clerk 48 hours before the public hearing at 575-751-2005 during regular business hours.

Persons wishing to submit written comments may do so by sending or delivering them to the Town Clerk to be received no later than the commencement of the public meeting. Persons wishing to comment orally may do so in person at the public hearing.

Renee Lucero, Town Clerk

(Legal No. 14,056;
Pub. Sep. 18, 2014).

Public Notice ID: 21750827

BASHAM & BASHAM, P.C.

MEMORANDUM

October 31, 2014

To: NCRTD Board
From: NCRTD Counsel, Peter A. Dwyer
NCRTD Executive Director, Anthony Mortillaro
Re: **Execution of IGC**

ISSUE: Revision and novation of the Intergovernmental Contract ("IGC") between all initial and new members of the NCRTD.

EXECUTIVE SUMMARY:

The approval of new members is performed by the NCRTD Board utilizing the statutory requirements. In order to formalize and memorialize that action each Member needs to execute a copy of the IGC. Although Members may choose their own methods for approval of the revised IGC there is no authority which grants individual members the power to amend or decline to sign the IGC once the NCRTD Board has taken action. Failure to sign the IGC only creates doubts as to the membership and voting rights of the non-signing member and cannot alter the decision vis-à-vis the duly approved new member. The current, 2014, proposed agreement includes a "novation" of the contract which means it will correct any prior deficiencies where members have failed to execute or chosen not to execute prior amendments.

If a new member is added by a 2/3 majority vote of the NCRTD Board then the voting units will be re-tabulated based upon current census data to ensure that voting strengths of the members reflect their relative populations. As the NCRTD, its membership and their populations have changed the NCRTD has periodically changed Appendix B which sets forth the voting units of members based upon their populations. Due to annexations and additions of new members within the political boundaries of the old members, the voting units have changed and evolved over the course of time. In the past we have implemented Board approved changes notwithstanding the failure or in some cases refusal of members to execute the revised IGC. It would be preferable to have all members signatures on the current IGC so that there can be no question about the membership and voting rights of the NCRTD members. The NCRTD has no current plans to compel members to execute the revised IGC but would like to establish a clear record showing that the membership and voting rights of the parties are correct.

ANALYSIS:

The NCRTD was formed pursuant to State Statutes contained in the Regional Transit District Act, NMSA 1978, § 73-25-1 et seq. (hereinafter the "Act"). In addition to the Act there are the Intergovernmental Contract (the "IGC") and the "NCRTD Board of Director Bylaws" (the "Bylaws") which implement the Act. These three sources of authority are the "organic" laws and documents which form the foundation of the NCRTD. There is no law or authority which allows unilateral action by Members to alter Board decisions. There is a requirement that the district be created in the form of a contract. (NMSA 1978, Section 73-25-4) In the case of the NCRTD we have called that contract the "Intergovernmental Contract." That contract binds all 13 Members together into a single entity and resolves critical issues such as voting strength and the powers and authority of the NCRTD Board. There are provisions in the organic documents on how to add members. They are as follows:

THE ACT

The Act reads "After the creation of a district, a governmental unit adjacent to but not part of the district may join the district and determine the territorial area to become a part of that district. **A two-thirds affirmative vote by the board** shall be required before the governmental unit may join the district." NMSA 1978, Section 73-5-17[1]. Clearly the statute does not address the case where a town within a county that is already part of the district joins the district. Nor does the law squarely address whether the 2/3 vote requirement is of all members, the members present, or of the voting units.

THE IGC

Article IX of the IGC is titled "Voting Requirements" and sheds some light on the process. Section 9.02 states that you need to have both a majority of the total number of members and a majority of the total number of voting units to have a quorum. Section 9.03 states that only a simple majority of the **voting units present** is required normally. Section 9.04 then states that "If a quorum is present, two-thirds (2/3) majority of the voting units is required for the following actions: (a) Addition or withdrawal of territory or property, pursuant to Article 8 of the Bylaws Article XI of this Contract, and Sections 73-25-6 and 73-25-17 of the Act;"[2] Section 11.02 appears to be the definitive section on this issue and states in pertinent part that "**An affirmative vote by two-thirds (2/3) of the voting units of the Board of Directors** shall be required before the governmental unity may join the District."

[1] Although this statue is entitled "Addition or withdrawal of territory by a district" it actually addresses membership not geographical areas and the addition of property is in fact addressed in Section 73-5-6 which also requires a 2/3 majority vote but expressly states a change to the IGC is not required to finalize that process.

[2] Again note that the cited statutes and sections actually apply to addition of members and in fact Section 11.02 of the IGC is entitled "Addition of Members."

The IGC also has a section that specifically calls out ex-officio (non-voting) membership. Section 6.02 (i) simply states that the "Board may add ex-officio members as needed. Because this section says "as needed" and does not require that the new member "join the district" I believe a **simple majority of members present** is required.

THE BYLAWS

Section 8.01 of the Bylaws is similar to the text of the Act and the IGC but is not exactly the same. The pertinent section on voting states "**A two-thirds (2/3) affirmative vote by the Board of Directors** shall be required before the governmental unit may join the District." This section does not refer to the voting units.

CONCLUSION

In the past, the NCRTD Board has followed the steps required by state statute, the IGC itself and the Bylaws for the addition of new members and changes to voting units. The minutes of the meetings indicate that the votes were sufficient. This novation of the IGC is intended to confirm the membership and voting rights of all initial and new members**.**

NORTH CENTRAL
REGIONAL TRANSIT DISTRICT

AMENDED
INTERGOVERNMENTAL
CONTRACT

APPROVED
BY
NCRTD BOARD
_____, 2014~~3~~

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL CONTRACT

By and among:

TOWN OF EDGEWOOD
CITY OF ESPAÑOLA
COUNTY OF LOS ALAMOS
PUEBLO OF NAMBE
PUEBLO OF OHKAY OWINGEH
PUEBLO OF POJOAQUE
COUNTY OF RÍO ARRIBA
PUEBLO OF SAN ILDEFONSO
PUEBLO OF SANTA CLARA
CITY OF SANTA FE
COUNTY OF SANTA FE
COUNTY OF TAOS
TOWN OF TAOS
AND
PUEBLO OF TESUQUE

Dated as of November 7th, 2014.

Providing for the creation and operation of
the "North Central Regional Transit District" as a Regional Transit District
pursuant to the New Mexico Regional Transit District Act,
Chapter 73, Article 25, Sections 1-18, NMSA 1978 (2003)

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NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL CONTRACT

THIS NORTH CENTRAL REGIONAL TRANSIT DISTRICT INTERGOVERNMENTAL CONTRACT (hereinafter, this "Contract") is entered into as of the date indicated on page 2 of this Contract by and among the **TOWN OF EDGEWOOD, CITY OF ESPAÑOLA, COUNTY OF LOS ALAMOS, PUEBLO OF NAMBÉ, PUEBLO OF OHKAY OWINGEH, PUEBLO OF POJOAQUE, COUNTY OF RÍO ARRIBA, PUEBLO OF SAN ILDEFONSO, PUEBLO OF SANTA CLARA, CITY OF SANTA FE, COUNTY OF SANTA FE, COUNTY OF TAOS, THE TOWN OF TAOS, AND PUEBLO OF TESUQUE.**

RECITALS

WHEREAS, pursuant to the Regional Transit District Act, Chapter 73, Article 25, Sections 1-18, NMSA 1978, (hereinafter the "Act"), New Mexico governmental units are authorized to establish, by contract, regional transit districts, which, upon the satisfaction of the conditions set forth in Article II hereof, are authorized to finance, construct, operate, maintain, and promote regional transit systems; and

WHEREAS, governmental units may contract with one another to provide any function, service, or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service, or facility, including the establishment of a separate legal entity to do so; and

WHEREAS, the Initial Members were governmental units located in North Central New Mexico, which desire to form a regional transit district pursuant to the Act for the purpose of financing, Constructing, operating, maintaining, and promoting regional transit systems; and

WHEREAS, transit services promote independent living for the frail, the elderly, the disabled, and those without access to automobiles by providing essential links to a variety of medical, social, and other services, and the region recognizes the need to improve mobility options for this growing segment of the population; and

WHEREAS, the Initial Members began working together on the goal of forming a regional transit district in the Spring of 2003; and

WHEREAS, the Initial Members formed a working group in September 2003, which has met regularly to consider the interests of the Initial Members; and

WHEREAS, the working group has specified the terms of this Contract and other necessary documents based on comments received from and extensive discussions with the Governing Bodies of each of the Initial Members; and

WHEREAS, the Initial Members have duly voted for and approved the addition of new members whose Governmental Units are within the boundaries of the district; and

WHEREAS, new members have been added since the formation of the NCRTD in 2004 whose memberships and voting rights should be acknowledged and ratified by a novation of this Contract.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants set forth below, the Initial Members along with the new members hereby agree to a novation of this Contract

thereby confirming and amending the membership and voting rights of all the members listed herein as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Definitions from the Act. The following terms shall, when capitalized, have the meanings assigned to them in Section 73-25-3 of the Act:

"*Board*" means the board of directors of a district;

"*Bond*" means a revenue bond;

"*Combination*" means two or more governmental units that exercise joint authority;

"*Commission*" means the New Mexico state transportation commission;

"*Construct*", "*Constructing*", or "*Construction*" means the planning, designing, engineering, acquisition, installation, construction, or reconstruction of a regional transit system;

"*District*" means a regional transit district that is a political subdivision of the state created pursuant to the Act;

"*Governmental Unit*" means the state, a county or a municipality of the state, or an Indian nation, tribe or pueblo located within the boundaries of the state;

"*Regional Transit System*" means a property, improvement, or system designed to be compatible with established state and local transportation plans that transports or conveys passengers within a region by means of a high-occupancy vehicle, including an automobile, truck, bus, van, or railcar; and

"*Revenues*" means tolls, fees, rates, charges, assessments, grants, contributions, or other income and revenues received by the district.

Section 1.02. Other Definitions. The following terms shall, when capitalized, have the following meanings:

"*Act*" is defined in the Recitals hereto.

"*Advisory Committee*" means two or more persons appointed by the Board, pursuant to Article VI, Section 3 hereof, for the purpose of providing advice to the Board and includes the Citizen Advisory Committee.

"*Boundaries*" means the boundaries of the District determined in accordance with Appendix A hereto, as such Appendix and term may be amended from time-to-time in accordance with Articles IX and XI hereof.

"*Citizen Advisory Committee*" means the special Advisory Committee described as such in Article III, Section 3 hereof.

"*Contract*" means this North Central Transit District Intergovernmental Contract, as amended from time to time in accordance with the terms hereof.

"*Director*" means any person appointed as a Director pursuant to Article 4 hereof. Whenever the person appointed as a Member's Director pursuant to Article 4 hereof is absent from a Board meeting, the term "Director" shall mean the Official Designee, if any, appointed by such Member pursuant to Article 4 hereof.

"*Governing Body*" means, when used with respect to a Member, the city council, board of trustees, board of commissioners, pueblo council, or other legislative body, as appropriate, of such Member.

"*Initial Boundaries*" means the Boundaries of the District on the date the District is originally certified pursuant to Article II hereof, as such Initial Boundaries are determined in accordance with Appendix A hereto.

"*Initial Members*" means the initial signatories who become Members on the date on which the District is originally certified pursuant to Section 2 hereof.

"*Member*" means the Initial Members and any Governmental Unit that becomes a member of the District pursuant to Article XI hereof.

"*NCRTD*" is defined in the Recitals hereto.

"*Officer*" means the Chair, Vice Chair, Secretary, or Treasurer of the District, and any subordinate officer or agent appointed and designated as an officer of the District by the Board.

"*Official Designee*" means any person appointed as an official designee, pursuant to Article VII hereof.

"*Regional Transit Services*" means the transit services described in Appendix D.

ARTICLE II
NAME AND PURPOSE OF THE DISTRICT AND THE REGIONAL TRANSIT SYSTEMS TO BE PROVIDED

Section 2.01. Name. The name of this transit district is the North Central Regional Transit District (hereinafter, "the District").

Section 2.02. Purpose. The purpose of the District, being a multimodal public transit district formed pursuant to the Act, recognizes as its purpose to finance, Construct, operate, maintain, and promote an efficient, sustainable, and regional multi-modal transportation system at any location or locations, subject to compliance with the Act.

Section 2.03. Members. Membership in the District is open to Governmental Units within or containing the boundaries of Los Alamos, Río Arriba, Taos or Santa Fe Counties. Members may be added or deleted pursuant to Section 73-25-17 of the Act and Article XI hereof.

Section 2.04. Establishment. The North Central Regional Transit District shall be established as a separate political subdivision and body corporate of the State pursuant to the Act and as a separate legal entity created by a contract among the Initial Members, effective upon satisfaction of the following conditions:

(a) Each Initial Member and new member has held at least one public hearing on the subject of this Contract in accordance with Section 73-25-4 of the Act including relevant attention to requirements for public notice; and

(b) Each Initial Member has executed the original Contract.

Section 2.05. Regional Transit Systems to Be Provided.

The NCRTD will provide, but not be limited to, the type of regional transit services described in Appendix D, "Regional Transit Mobility Concept for the North Central Regional Transit District."

Section 2.06. Specific Responsibilities. In addition to the general powers described in Article V hereof, the District shall have the responsibilities described in this Section and shall

have all powers necessary to carry out such responsibilities, subject to the availability of funds and, to the extent required by law, annual appropriation of funds by the Board. The description of specific responsibilities and powers in this Section shall not, however, limit the general powers of the District described in Article V hereof.

(a) **Regional Transit Planning**. The District shall work in coordination with the New Mexico Department of Transportation (NMDOT), Regional Planning Organizations (RPOs), and Metropolitan Planning Organizations (MPOs) to provide regional transit planning services needed to plan and direct the Regional Transit Services of the District, to pursue state and federal funding, and to coordinate overall transportation policy within the area in which it provides Regional Transit Services.

(b) **Regional Transit Services**. The District shall use its best efforts to provide the Regional Transit Services described in Appendix D hereto.

(c) **Contract Transit Services**. The District may enter into contracts with any Member or other Person for the provision of transit services in the manner and subject to the terms of such contracts.

(d) **Local Service**. The District may fund Regional Transit Services that serve the residents and businesses of a Member (as distinguished from regional services) but, except as otherwise specifically provided herein, only pursuant to an agreement in which such Member pays the District for the services provided on the same fully allocated cost basis used to determine costs of District services throughout the District's service area.

ARTICLE III
BOUNDARIES

Section 3.01. Original Boundaries. Membership in transit districts is open to Governmental Units, which means the State, a County or Municipality of the State, or an Indian Nation, Tribe, or Pueblo located within the boundaries of the State. The North Central Regional Transit District may include any Governmental Unit within or containing the boundaries of Los Alamos, Río Arriba, Taos or Santa Fe Counties, as described in Appendix A.

Section 3.02. Amendments to Boundaries. The original boundaries of the NCRTD may be amended according to the process described in Article XI of this Contract.

ARTICLE IV
CONTRACT

Section 4.01. Effective Date. The term of ~~this~~ the original Contract ~~shall~~ begian when the New Mexico State Transportation Commission ~~has~~ certified the creation of the District.

Section 4.02. Termination. The term of this Contract shall end when all the current Members agree in writing to terminate this Contract; provided, however, that this Contract may not be terminated so long as the District has any Bonds outstanding.

Section 4.03. Amendments. Any amendment to the Contract shall be made only by the execution in writing of each of the governmental units that entered into the Contract.

Section 4.04. Parties of Interest. Nothing expressed or implied herein is intended or shall be construed to confer upon any Person other than the Members any right, remedy or claim

under or by reason of this Contract; this Contract being intended for the sole and exclusive benefit of the Members.

Section 4.05. No Personal Liability. No covenant or agreement contained in this Contract or any resolution or Bylaw issued by the Board shall be deemed to be the covenant or agreement of an elected or appointed official, officer, agent, servant or employee of any Member in his or her individual capacity.

Section 4.06. Tort Claims. In accordance with the requirements and limitations of liability set forth in the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-27, the District shall cover every risk for which immunity has been waived under the provisions of the Tort Claims Act.

Section 4.07. Notices. Except as otherwise provided in this Contract, all notices, certificates, requests, requisitions, or other communications by the District, any Member, any Director, any Official Designee, any Officer, or any member of a Committee to any other such person pursuant to this Contract shall be in writing; shall be sufficiently given, and shall be deemed given when actually received:

(a) In the case of the District and Officers of the District, at the last address designated by the District for such purpose; and

(b) In the case of such other persons, at the last address specified by them in writing to the Secretary of the District.

Unless a certain number of days is specified, notice shall be given within a reasonable period of time.

Section 4.08. Assignment. None of the rights, benefits, duties, or obligations of any Member may be assigned or delegated without the express written consent of all the Members.

Section 4.09. Severability. If any clause, provision, subsection, Section, or Article of this Contract shall be held to be invalid, illegal, or unenforceable for any reason, the invalidity, illegality, or enforceability of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions of this Agreement.

Section 4.10. Interpretation. Subject only to the express limitations set forth herein, this Contract shall be liberally construed:

(a) To permit the District and the Members to exercise all powers that may be exercised by a regional transit district pursuant to the Act and by a separate legal entity created by a contract among the Members;

(b) To permit the Members to exercise all powers that may be exercised by them with respect to the subject matter of this Contract pursuant to the Act and other applicable law; and

(c) To permit the Board to exercise all powers that may be exercised by the board of directors of a regional transit district pursuant to the Act and by the governing body of a separate legal entity created by a contract among the Members.

In the event of any conflict between the Act or any other law with respect to the exercise of any such power, the provision that permits the broadest exercise of the power consistent with the limitations set forth in this Contract shall govern.

Section 4.11. Governing Law. The laws of the State of New Mexico shall govern the development and enforcement of this Contract.

Section 4.12. Counterparts. This Contract may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement.

ARTICLE V
POWERS OF THE DISTRICT

Section 5.01. Powers of the District. A district is a body politic and corporate. In addition to other powers granted to the district pursuant to the Regional Transit District Act [73-25 NMSA 1978], the district may:

(a) Have perpetual existence, except as otherwise provided in the contract;
(b) Finance, construct, operate, maintain, or promote regional transit systems within the boundaries of the district;
(c) Enter into contracts and agreements affecting the affairs of the district;
(d) Establish, collect, and increase or decrease fees, tolls, rates, or charges for the use of property of a regional transit system financed, constructed, operated, maintained, or promoted by the district; except that fees, tolls, rates, or charges imposed for the use of a regional transit system shall be fixed and adjusted to pay for bonds issued by the district;
(e) Pledge all or a portion of the revenues to the payment of bonds of the district;
(f) Provide transit services outside the boundaries of the district.
(g) Purchase, trade, exchange, acquire, buy, sell, lease, lease with an option to purchase, dispose of, and encumber real or personal property and interest therein, including easements and rights of way;
(h) Accept real or personal property for the use of the district and accept gifts and conveyances upon the terms and conditions as the board may approve;
(i) Use the streets, highways, rail rights-of-way, and other public ways and, with permission of the owner, to relocate or alter the construction of streets, highways, rail rights-of-way, other public ways, electric and telephone lines and properties, pipelines, conduits, and other properties, whether publicly or privately owned, if deemed necessary by the district in the construction, reconstruction, repair, maintenance, and operation of the system. Any damage that may occur to the property shall be borne by the district; and
(j) Sue and be sued;

Section 5.02. Limitations on Powers of the District. The District shall be limited as follows:

(a) The district may only finance, construct, operate, maintain, or promote Regional Transit Systems;
(b) Advisory Committees may only be appointed and may only exercise the powers as provided in Article III hereof;
(c) A notice of the imposition of or any change in any fee or the issuance of Bonds shall be sent to the Division of Local Government and shall be filed with the State Transportation Commission in accordance with the Act.

ARTICLE VI
BOARD OF DIRECTORS

Section 6.01. Establishment and Powers. The District shall be governed by a Board of Directors (hereinafter, the "Board") as described in Section 73-25-5 of the Act. The Board shall

exercise and perform all powers, privileges and duties vested in or imposed upon the District. Subject to the exceptions in the Act, the Board may delegate any of its powers to an Officer or agent of the Board.

Section 6.02. Powers of the Board. The Board shall, subject to the limitations set forth herein and relevant State law, have all powers that may be exercised by the board of directors of a regional transit district pursuant to the Act and all powers that may be exercised by the governing body of a separate legal entity created by a contract among the Members. Such powers shall include, but shall not be limited to:

(a) Adopt Bylaws;
(b) Fix the time and place of meetings and the method of notice of the meetings;
(c) Make and pass orders and resolutions necessary for the government and management of the affairs of the District and the execution of the powers vested in the District;
(d) Appoint, hire, or retain an Executive Director;
(e) Maintain offices at a place the Board may designate;
(f) Prescribe financial and procurement policies and procedures in accordance with relevant State and Federal laws and policies;
(g) Adopt other policies as may be deemed necessary for the functioning of the District; and
(h) Appoint advisory committees and define the duties of the committees.
(i) Board may add ex-officio members as needed.

Section 6.03. Advisory Committees. The Board may appoint and maintain a Citizen Advisory Committee to advise the Board with respect to policy and service matters. The Board may also appoint other Advisory Committees to advise the Board. The members of the Citizen Advisory Committee shall not be Directors, Official Designees, or employees of the District. The members of Advisory Committees other than the Citizen Advisory Committee may include Directors, Official Designees, and Officers of the District. Advisory Committees shall not be authorized to exercise any power of the Board.

Section 6.04. Bylaws and Rules. The Board, acting by resolution adopted as provided in Article IX hereof, may adopt bylaws or rules governing the activities of the District and the Board, including, but not limited to, bylaws or rules governing the conduct of Board meetings, voting procedures, and the type of resolutions that must be in writing.

Section 6.05. Budget. The Board shall approve an annual budget pursuant to the legal requirement to submit an annual budget to the State.

ARTICLE VII
DIRECTORS

Section 7.01. Appointment of Directors and Official Designees. Pursuant to Section 73-25-5 of the Act, the Board shall be composed of one (1) Director from each Member of the District. A Director shall be an elected official, Official Designee or Tribal Council Member. The Director or Official Designee (if any) shall be nominated by the chief elected official of the Member and approved by the Governing Body of the Member.

Section 7.02. Terms of Office. The term of office of each Director and Official Designee shall commence with the first meeting of the Board following his or her appointment and shall continue until removed by the appointing Member, or until she or he no longer holds

elective office in the Governing Body of the appointing Member, or until she or he submits a written resignation to the Chair. Directors shall not serve a term longer than four (4) years unless re-appointed by their Member governing body.

Section 7.03. Resignation and Removal. Any Director or Official Designee may resign at any time, effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning; and may be removed at any time by the Governing Body of the Member that appointed him or her, effective upon receipt by the Secretary or the Chair of written notice signed by the Governing Body of the appointing Member.

Section 7.04. Vacancies. Vacancies in the office of any Director or Official Designee shall be filled in the same manner in which the vacant office was originally filled.

Section 7.05. Compensation. Directors and Official Designees shall serve without compensation, but may be reimbursed for expenses incurred in serving in such capacities upon such terms and pursuant to such procedures as may be established by the Board, pursuant to State law.

ARTICLE VIII
OFFICERS

Section 8.01. Identification. The Board shall elect or appoint a Chair, a Vice Chair, a Secretary, and a Treasurer.

Section 8.02. Appointment. The currently elected Board shall elect Officers by simple majority vote after canvassing each member as to his or her interest in service, time availability, and qualifications. The Officers shall be Directors. All Officers of the District shall meet the other qualifications, if any, stated for his or her office elsewhere in this Article.

Section 8.03. Term of Office. Each Officer shall serve until the end of their term or until a successor is elected or appointed or the Officer is lawfully removed pursuant to State law, this Contract, or the Bylaws. Officers may serve unlimited terms.

Section 8.04. Resignation. Any Officer may resign at any time effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning.

Section 8.05. Removal of Officers. Any Officer of the Board may be removed at any time by a two-thirds majority vote of the voting units of the Board.

Section 8.06. Vacancies. Vacancies in the office of any Officer shall be filled in the same manner in which such office was originally filled.

Section 8.07. Chair. The Chair shall:

(a) Have the power to call meetings of the Board and to preside over such meetings;
(b) Have the power to execute, deliver, acknowledge, file, and record on behalf of the District such documents as may be required by the Act or other applicable law;
(c) Have the power to execute and deliver contracts, deeds, and other instruments and agreements on behalf of the District as are necessary or appropriate in the ordinary course of its activities or as are duly authorized or approved by the Board;
(d) Have such additional authority, powers, and duties as are appropriate and customary for the office of the Chair of the board of directors of entities such as the District, and as the Board may otherwise prescribe.

Section 8.08. Vice Chair. The Vice Chair shall:

(a) Be the Officer next in seniority after the Chair and, upon the death, absence, or disability of the Chair, shall have the authority, powers, and duties of the Chair;
(b) Have such additional authority, powers, and duties as are prescribed by the Board.

Section 8.09. Secretary. If a Treasurer has not been elected or appointed, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer. The Secretary shall:

(a) Designate a staff member who will assist in carrying out the work of the Secretary, under the day-to-day supervision of the Executive Director but with responsibility lying with the Secretary;
(b) Give, or cause to be given, notice of all meetings (including special meetings) of the Board;
(c) Keep written minutes of such meetings;
(d) Be responsible for the maintenance of all records and files and the preparation and filing of reports to governmental agencies (other than tax returns);
(e) Have such other authority, powers and duties as are appropriate and customary for the office of Secretary of entities such as the District, and as the Board may otherwise prescribe.

Section 8.10. Treasurer. The Treasurer shall, subject to rules and procedures established by the Board:

(a) Designate a staff member who will assist in carrying out the work of the Treasurer, under the day-to-day supervision of the Executive Director but with responsibility lying with the Treasurer;
(b) Be responsible for the custody of the funds and all stocks, bonds, and other securities owned by the District;
(c) Be responsible for the preparation and filing of all tax returns, if any, required to be filed by the District;
(d) Receive all moneys paid to the District and, subject to any limits imposed by the Board or the Chair, shall have authority to give receipts and vouchers, and endorse checks and warrants in the District's name and on the District's behalf, and to give full discharge for the same;
(e) Sign checks and warrants, but must secure the signature of either the Executive Director or one other Board Officer. In the absence of the Executive Director, a second Officer may sign;
(f) Have charge of disbursement of the funds of the District, shall keep full and accurate records of the receipts and disbursements, and shall deposit all moneys and other valuables in such depositories as shall be designated by the Board;
(g) Deposit and invest all funds of the District in accordance with the laws of the State applying to the deposit and investment of funds of regional transit districts formed under the Act;
(h) Have such additional authority, powers and duties as are appropriate and customary for the office of Treasurer of entities such as the District, and as the Board may otherwise prescribe.

Section 8.11. Executive Director. The Board shall appoint an Executive Director who shall be the chief executive officer of the District, shall supervise the activities of the District, shall see that all policies, directions and orders of the Board are carried out and shall, under the supervision of the Board, have such other authority, powers, or duties as may be prescribed by the Board. The Executive Director shall, subject to rules and procedures established by the Board:

(a) Sign contracts or agreements with vendors or service providers that are necessary to carry out the purposes of the District, provided, however, that they involve less than $100,000, and are included in a duly approved budget. Expenses over $100,000 shall be approved by the Board and signed by the appropriate Officers;
(b) Appoint, hire, and retain employees, agents, engineers, attorneys, accountants, financial advisors, investment bankers, and other consultants as approved through the budget process;
(c) Dispose of assets of the District, provided, however, that the assets are no longer useful to the District and have a nominal market value;
(d) Sign contracts or agreements specifically approved by the Board.

Section 8.12. Changes to Authority, Powers and Duties. Notwithstanding any other provision of this Article, the Board at any time may expand, limit, or modify the authority, powers and duties of any Officer pursuant to the Act.

ARTICLE IX
VOTING REQUIREMENTS

Section 9.01. Voting Strength of Members. Each Member of the District shall have a voting strength as determined by the Voting Strength Analysis, Appendix B.

Section 9.02. Quorum. The presence of Directors representing a majority of the Members and a majority of the total number of voting units shall be necessary to constitute a quorum for the transaction of business.

Section 9.03. Simple Majority Vote. If a quorum is present, action by simple majority of voting units present and eligible to vote shall be the act of the Board, unless the act of a greater number is required by the Bylaws, the Contract, or applicable law.

Section 9.04. Two-Thirds Vote. If a quorum is present, two-thirds (2/3) majority of the voting units is required for the following actions:
(a) Addition or withdrawal of territory or property, pursuant to Article 8 of the Bylaws, Article XI of this Contract, and Sections 73-25-6 and 73-25-17 of the Act;
(b) Removal of Officers from the Board, pursuant to Article 10 of the Bylaws and Article VIII of this Contract;
(c) Amendment of the Bylaws, pursuant to Section 15 of the Bylaws.
(d) Amendments to this Contract, pursuant to Article IV of this Contract.

Section 9.05. Budget. The annual budget shall be passed by a simple majority of voting units.

ARTICLE X
ASSETS

Section 10.01. Acquisition of Assets. The District may acquire assets on its own authority or through contract with Members of the District. Assets contributed by each Member shall be so noted.

Section 10.02. Disposition of Assets. The District may dispose of assets that are surplus, at the end of their useful life, or are no longer needed by the District, pursuant to State and Federal regulations.

Distribution of Assets Upon Termination. Upon termination of this Contract, pursuant to Article IV hereof, the net assets of the District shall be distributed to the parties with a financial interest in the assets and in proportion to their contribution to the purchase of the asset. Where the District itself has a financial interest in the asset, its current value will be divided equally among the Members of the District at the time of its termination.

ARTICLE XI
ADDING OR WITHDRAWING TERRITORY

Section 11.01. Initial Members. The Initial Members shall be the initial signatories whose participation in the District is described in Articles II and III, and Appendix A hereof.

11.02 Addition of Members. After the creation of the District, a Governmental Unit adjacent to or contained within a Governmental Unit adjacent to, but not part of, the District may join the District as a Member

11.03 Inclusion or Exclusion of Property. The Board may include or exclude property from the boundaries of the District, pursuant to Section 73-25-6 and Section 73-25-17 of the Act.

11.04 Withdrawal of Members. A Member of the District may withdraw from the District by adopting a resolution to withdraw. The Member shall withdraw its representative from the Board of Directors. Real

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

TOWN OF EDGEWOOD

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

CITY OF ESPANOLA

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

COUNTY OF LOS ALAMOS

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

PUEBLO OF NAMBE

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

PUEBLO OF OHKAY OWINGEH

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

PUEBLO OF POJOAQUE

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

COUNTY OF RÍO ARRIBA

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

PUEBLO OF SAN ILDEFONSO

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

PUEBLO OF SANTA CLARA

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

CITY OF SANTA FE

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

COUNTY OF SANTA FE

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

COUNTY OF TAOS

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

TOWN OF TAOS

Name _____

_____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

PUEBLO OF TESUQUE

Name _____

Title _____

Signature _____

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: November 7, 2014

Agenda Item – D

Title: Presentation and Discussion of the Updated Voting Strengths Analysis and Possible Action.

Prepared By: Anthony J. Mortillaro, NCRTD Executive Director

Summary: The City of Santa Fe several months ago finalized the annexation of portions of Santa Fe County and as a result has gained additional population within the City's new corporate limits. Likewise, Santa Fe County's unincorporated population has decreased by a similar amount. As a result the Voting Strengths Analysis attached to the Intergovernmental Contract as Appendix "B" will need to be updated. This update, will result in the City gaining one additional vote. The change does not modify the County's voting strength. This change in voting strengths will require that an amended Intergovernmental Contract be signed.

Background: When the Intergovernmental Contract was approved for the formation of the District in 2004 a Voting Strengths Analysis was conducted and the current weighted voting methodology was adopted. In 2007 the population numbers were reviewed and no change in voting strengths was merited. In 2010 the first full census occurred since the District was formed and as a result it was important to review what if any impact population growth has had upon the weighted voting units, therefore in April 2012 the Voting Strengths data was updated as a result of the 2010 Census. The end result was a modification due to the population changes for the City of Espanola. All other members voting units were not affected by the changes in population at that time. Similarly when the Town of Edgewood and Pueblo of Nambe were added the Voting Strengths Analysis was modified to reflect the impact of these added memberships.

Recommended Action: It is recommended that the Board discuss the findings of the voting strengths analysis and approve the issuance of a new Intergovernmental Contract for signature.

Options/Alternatives:

a) Accept the voting strength analysis and direct the issuance of a new Intergovernmental Contract for signature; or
b) Take no action therefore providing for the existing voting units.

Fiscal Impact: None

Attachments:

- Cover Memo
- Appendix B from the IGC
- Voting Strengths Analysis matrix

BASHAM & BASHAM, P.C.

MEMORANDUM

October 31, 2014

To: NCRTD Board
From: NCRTD Counsel, Peter A. Dwyer
NCRTD Executive Director, Anthony Mortillaro
Re: **Execution of IGC**

ISSUE: Revision and novation of the Intergovernmental Contract ("IGC") between all initial and new members of the NCRTD.

EXECUTIVE SUMMARY:

The approval of new members is performed by the NCRTD Board utilizing the statutory requirements. In order to formalize and memorialize that action each Member needs to execute a copy of the IGC. Although Members may choose their own methods for approval of the revised IGC there is no authority which grants individual members the power to amend or decline to sign the IGC once the NCRTD Board has taken action. Failure to sign the IGC only creates doubts as to the membership and voting rights of the non-signing member and cannot alter the decision vis-à-vis the duly approved new member. The current, 2014, proposed agreement includes a "novation" of the contract which means it will correct any prior deficiencies where members have failed to execute or chosen not to execute prior amendments.

If a new member is added by a 2/3 majority vote of the NCRTD Board then the voting units will be re-tabulated based upon current census data to ensure that voting strengths of the members reflect their relative populations. As the NCRTD, its membership and their populations have changed the NCRTD has periodically changed Appendix B which sets forth the voting units of members based upon their populations. Due to annexations and additions of new members within the political boundaries of the old members, the voting units have changed and evolved over the course of time. In the past we have implemented Board approved changes notwithstanding the failure or in some cases refusal of members to execute the revised IGC. It would be preferable to have all members signatures on the current IGC so that there can be no question about the membership and voting rights of the NCRTD members. The NCRTD has no current plans to compel members to execute the revised IGC but would like to establish a clear record showing that the membership and voting rights of the parties are correct.

ANALYSIS:

The NCRTD was formed pursuant to State Statutes contained in the Regional Transit District Act, NMSA 1978, § 73-25-1 et seq. (hereinafter the "Act"). In addition to the Act there are the Intergovernmental Contract (the "IGC") and the "NCRTD Board of Director Bylaws" (the "Bylaws") which implement the Act. These three sources of authority are the "organic" laws and documents which form the foundation of the NCRTD. There is no law or authority which allows unilateral action by Members to alter Board decisions. There is a requirement that the district be created in the form of a contract. (NMSA 1978, Section 73-25-4) In the case of the NCRTD we have called that contract the "Intergovernmental Contract." That contract binds all 13 Members together into a single entity and resolves critical issues such as voting strength and the powers and authority of the NCRTD Board. There are provisions in the organic documents on how to add members. They are as follows:

THE ACT

The Act reads "After the creation of a district, a governmental unit adjacent to but not part of the district may join the district and determine the territorial area to become a part of that district. **A two-thirds affirmative vote by the board** shall be required before the governmental unit may join the district." NMSA 1978, Section 73-5-17[1]. Clearly the statute does not address the case where a town within a county that is already part of the district joins the district. Nor does the law squarely address whether the 2/3 vote requirement is of all members, the members present, or of the voting units.

THE IGC

Article IX of the IGC is titled "Voting Requirements" and sheds some light on the process. Section 9.02 states that you need to have both a majority of the total number of members and a majority of the total number of voting units to have a quorum. Section 9.03 states that only a simple majority of the **voting units present** is required normally. Section 9.04 then states that "If a quorum is present, two-thirds (2/3) majority of the voting units is required for the following actions: (a) Addition or withdrawal of territory or property, pursuant to Article 8 of the Bylaws Article XI of this Contract, and Sections 73-25-6 and 73-25-17 of the Act;"[2] Section 11.02 appears to be the definitive section on this issue and states in pertinent part that "**An affirmative vote by two-thirds (2/3) of the voting units of the Board of Directors** shall be required before the governmental unity may join the District."

[1] Although this statue is entitled "Addition or withdrawal of territory by a district" it actually addresses membership not geographical areas and the addition of property is in fact addressed in Section 73-5-6 which also requires a 2/3 majority vote but expressly states a change to the IGC is not required to finalize that process.

[2] Again note that the cited statutes and sections actually apply to addition of members and in fact Section 11.02 of the IGC is entitled "Addition of Members."

The IGC also has a section that specifically calls out ex-officio (non-voting) membership. Section 6.02 (i) simply states that the "Board may add ex-officio members as needed. Because this section says "as needed" and does not require that the new member "join the district" I believe a **simple majority of members present** is required.

THE BYLAWS

Section 8.01 of the Bylaws is similar to the text of the Act and the IGC but is not exactly the same. The pertinent section on voting states "**A two-thirds (2/3) affirmative vote by the Board of Directors** shall be required before the governmental unit may join the District." This section does not refer to the voting units.

CONCLUSION

In the past, the NCRTD Board has followed the steps required by state statute, the IGC itself and the Bylaws for the addition of new members and changes to voting units. The minutes of the meetings indicate that the votes were sufficient. This novation of the IGC is intended to confirm the membership and voting rights of all initial and new members**.**

NORTH CENTRAL
REGIONAL TRANSIT DISTRICT

AMENDED
INTERGOVERNMENTAL
CONTRACT

APPROVED
BY
NCRTD BOARD
_____, 2014~~3~~

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL CONTRACT

By and among:

TOWN OF EDGEWOOD
CITY OF ESPAÑOLA
COUNTY OF LOS ALAMOS
PUEBLO OF NAMBE
PUEBLO OF OHKAY OWINGEH
PUEBLO OF POJOAQUE
COUNTY OF RÍO ARRIBA
PUEBLO OF SAN ILDEFONSO
PUEBLO OF SANTA CLARA
CITY OF SANTA FE
COUNTY OF SANTA FE
COUNTY OF TAOS
TOWN OF TAOS
AND
PUEBLO OF TESUQUE

Dated as of November 7th, 2014.

Providing for the creation and operation of
the "North Central Regional Transit District" as a Regional Transit District
pursuant to the New Mexico Regional Transit District Act,
Chapter 73, Article 25, Sections 1-18, NMSA 1978 (2003)

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NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL CONTRACT

THIS NORTH CENTRAL REGIONAL TRANSIT DISTRICT INTERGOVERNMENTAL CONTRACT (hereinafter, this "Contract") is entered into as of the date indicated on page 2 of this Contract by and among the **TOWN OF EDGEWOOD, CITY OF ESPAÑOLA, COUNTY OF LOS ALAMOS, PUEBLO OF NAMBÉ, PUEBLO OF OHKAY OWINGEH, PUEBLO OF POJOAQUE, COUNTY OF RÍO ARRIBA, PUEBLO OF SAN ILDEFONSO, PUEBLO OF SANTA CLARA, CITY OF SANTA FE, COUNTY OF SANTA FE, COUNTY OF TAOS, THE TOWN OF TAOS, AND PUEBLO OF TESUQUE.**

RECITALS

WHEREAS, pursuant to the Regional Transit District Act, Chapter 73, Article 25, Sections 1-18, NMSA 1978, (hereinafter the "Act"), New Mexico governmental units are authorized to establish, by contract, regional transit districts, which, upon the satisfaction of the conditions set forth in Article II hereof, are authorized to finance, construct, operate, maintain, and promote regional transit systems; and

WHEREAS, governmental units may contract with one another to provide any function, service, or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service, or facility, including the establishment of a separate legal entity to do so; and

WHEREAS, the Initial Members were governmental units located in North Central New Mexico, which desire to form a regional transit district pursuant to the Act for the purpose of financing, Constructing, operating, maintaining, and promoting regional transit systems; and

WHEREAS, transit services promote independent living for the frail, the elderly, the disabled, and those without access to automobiles by providing essential links to a variety of medical, social, and other services, and the region recognizes the need to improve mobility options for this growing segment of the population; and

WHEREAS, the Initial Members began working together on the goal of forming a regional transit district in the Spring of 2003; and

WHEREAS, the Initial Members formed a working group in September 2003, which has met regularly to consider the interests of the Initial Members; and

WHEREAS, the working group has specified the terms of this Contract and other necessary documents based on comments received from and extensive discussions with the Governing Bodies of each of the Initial Members; and

WHEREAS, the Initial Members have duly voted for and approved the addition of new members whose Governmental Units are within the boundaries of the district; and

WHEREAS, new members have been added since the formation of the NCRTD in 2004 whose memberships and voting rights should be acknowledged and ratified by a novation of this Contract.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants set forth below, the Initial Members along with the new members hereby agree to a novation of this Contract

thereby confirming and amending the membership and voting rights of all the members listed herein as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Definitions from the Act. The following terms shall, when capitalized, have the meanings assigned to them in Section 73-25-3 of the Act:

"*Board*" means the board of directors of a district;

"*Bond*" means a revenue bond;

"*Combination*" means two or more governmental units that exercise joint authority;

"*Commission*" means the New Mexico state transportation commission;

"*Construct*", "*Constructing*", or "*Construction*" means the planning, designing, engineering, acquisition, installation, construction, or reconstruction of a regional transit system;

"*District*" means a regional transit district that is a political subdivision of the state created pursuant to the Act;

"*Governmental Unit*" means the state, a county or a municipality of the state, or an Indian nation, tribe or pueblo located within the boundaries of the state;

"*Regional Transit System*" means a property, improvement, or system designed to be compatible with established state and local transportation plans that transports or conveys passengers within a region by means of a high-occupancy vehicle, including an automobile, truck, bus, van, or railcar; and

"*Revenues*" means tolls, fees, rates, charges, assessments, grants, contributions, or other income and revenues received by the district.

Section 1.02. Other Definitions. The following terms shall, when capitalized, have the following meanings:

"*Act*" is defined in the Recitals hereto.

"*Advisory Committee*" means two or more persons appointed by the Board, pursuant to Article VI, Section 3 hereof, for the purpose of providing advice to the Board and includes the Citizen Advisory Committee.

"*Boundaries*" means the boundaries of the District determined in accordance with Appendix A hereto, as such Appendix and term may be amended from time-to-time in accordance with Articles IX and XI hereof.

"*Citizen Advisory Committee*" means the special Advisory Committee described as such in Article III, Section 3 hereof.

"*Contract*" means this North Central Transit District Intergovernmental Contract, as amended from time to time in accordance with the terms hereof.

"*Director*" means any person appointed as a Director pursuant to Article 4 hereof. Whenever the person appointed as a Member's Director pursuant to Article 4 hereof is absent from a Board meeting, the term "Director" shall mean the Official Designee, if any, appointed by such Member pursuant to Article 4 hereof.

"*Governing Body*" means, when used with respect to a Member, the city council, board of trustees, board of commissioners, pueblo council, or other legislative body, as appropriate, of such Member.

"*Initial Boundaries*" means the Boundaries of the District on the date the District is originally certified pursuant to Article II hereof, as such Initial Boundaries are determined in accordance with Appendix A hereto.

"*Initial Members*" means the initial signatories who become Members on the date on which the District is originally certified pursuant to Section 2 hereof.

"*Member*" means the Initial Members and any Governmental Unit that becomes a member of the District pursuant to Article XI hereof.

"*NCRTD*" is defined in the Recitals hereto.

"*Officer*" means the Chair, Vice Chair, Secretary, or Treasurer of the District, and any subordinate officer or agent appointed and designated as an officer of the District by the Board.

"*Official Designee*" means any person appointed as an official designee, pursuant to Article VII hereof.

"*Regional Transit Services*" means the transit services described in Appendix D.

ARTICLE II
NAME AND PURPOSE OF THE DISTRICT AND THE REGIONAL TRANSIT SYSTEMS TO BE PROVIDED

Section 2.01. Name. The name of this transit district is the North Central Regional Transit District (hereinafter, "the District").

Section 2.02. Purpose. The purpose of the District, being a multimodal public transit district formed pursuant to the Act, recognizes as its purpose to finance, Construct, operate, maintain, and promote an efficient, sustainable, and regional multi-modal transportation system at any location or locations, subject to compliance with the Act.

Section 2.03. Members. Membership in the District is open to Governmental Units within or containing the boundaries of Los Alamos, Río Arriba, Taos or Santa Fe Counties. Members may be added or deleted pursuant to Section 73-25-17 of the Act and Article XI hereof.

Section 2.04. Establishment. The North Central Regional Transit District shall be established as a separate political subdivision and body corporate of the State pursuant to the Act and as a separate legal entity created by a contract among the Initial Members, effective upon satisfaction of the following conditions:

(a) Each Initial Member and new member has held at least one public hearing on the subject of this Contract in accordance with Section 73-25-4 of the Act including relevant attention to requirements for public notice; and

(b) Each Initial Member has executed the original Contract.

Section 2.05. Regional Transit Systems to Be Provided.

The NCRTD will provide, but not be limited to, the type of regional transit services described in Appendix D, "Regional Transit Mobility Concept for the North Central Regional Transit District."

Section 2.06. Specific Responsibilities. In addition to the general powers described in Article V hereof, the District shall have the responsibilities described in this Section and shall

have all powers necessary to carry out such responsibilities, subject to the availability of funds and, to the extent required by law, annual appropriation of funds by the Board. The description of specific responsibilities and powers in this Section shall not, however, limit the general powers of the District described in Article V hereof.

(a) **Regional Transit Planning**. The District shall work in coordination with the New Mexico Department of Transportation (NMDOT), Regional Planning Organizations (RPOs), and Metropolitan Planning Organizations (MPOs) to provide regional transit planning services needed to plan and direct the Regional Transit Services of the District, to pursue state and federal funding, and to coordinate overall transportation policy within the area in which it provides Regional Transit Services.

(b) **Regional Transit Services**. The District shall use its best efforts to provide the Regional Transit Services described in Appendix D hereto.

(c) **Contract Transit Services**. The District may enter into contracts with any Member or other Person for the provision of transit services in the manner and subject to the terms of such contracts.

(d) **Local Service**. The District may fund Regional Transit Services that serve the residents and businesses of a Member (as distinguished from regional services) but, except as otherwise specifically provided herein, only pursuant to an agreement in which such Member pays the District for the services provided on the same fully allocated cost basis used to determine costs of District services throughout the District's service area.

ARTICLE III
BOUNDARIES

Section 3.01. Original Boundaries. Membership in transit districts is open to Governmental Units, which means the State, a County or Municipality of the State, or an Indian Nation, Tribe, or Pueblo located within the boundaries of the State. The North Central Regional Transit District may include any Governmental Unit within or containing the boundaries of Los Alamos, Río Arriba, Taos or Santa Fe Counties, as described in Appendix A.

Section 3.02. Amendments to Boundaries. The original boundaries of the NCRTD may be amended according to the process described in Article XI of this Contract.

ARTICLE IV
CONTRACT

Section 4.01. Effective Date. The term of ~~this~~ the original Contract ~~shall~~ begian when the New Mexico State Transportation Commission ~~has~~ certified the creation of the District.

Section 4.02. Termination. The term of this Contract shall end when all the current Members agree in writing to terminate this Contract; provided, however, that this Contract may not be terminated so long as the District has any Bonds outstanding.

Section 4.03. Amendments. Any amendment to the Contract shall be made only by the execution in writing of each of the governmental units that entered into the Contract.

Section 4.04. Parties of Interest. Nothing expressed or implied herein is intended or shall be construed to confer upon any Person other than the Members any right, remedy or claim

under or by reason of this Contract; this Contract being intended for the sole and exclusive benefit of the Members.

Section 4.05. No Personal Liability. No covenant or agreement contained in this Contract or any resolution or Bylaw issued by the Board shall be deemed to be the covenant or agreement of an elected or appointed official, officer, agent, servant or employee of any Member in his or her individual capacity.

Section 4.06. Tort Claims. In accordance with the requirements and limitations of liability set forth in the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-27, the District shall cover every risk for which immunity has been waived under the provisions of the Tort Claims Act.

Section 4.07. Notices. Except as otherwise provided in this Contract, all notices, certificates, requests, requisitions, or other communications by the District, any Member, any Director, any Official Designee, any Officer, or any member of a Committee to any other such person pursuant to this Contract shall be in writing; shall be sufficiently given, and shall be deemed given when actually received:

(a) In the case of the District and Officers of the District, at the last address designated by the District for such purpose; and

(b) In the case of such other persons, at the last address specified by them in writing to the Secretary of the District.

Unless a certain number of days is specified, notice shall be given within a reasonable period of time.

Section 4.08. Assignment. None of the rights, benefits, duties, or obligations of any Member may be assigned or delegated without the express written consent of all the Members.

Section 4.09. Severability. If any clause, provision, subsection, Section, or Article of this Contract shall be held to be invalid, illegal, or unenforceable for any reason, the invalidity, illegality, or enforceability of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions of this Agreement.

Section 4.10. Interpretation. Subject only to the express limitations set forth herein, this Contract shall be liberally construed:

(a) To permit the District and the Members to exercise all powers that may be exercised by a regional transit district pursuant to the Act and by a separate legal entity created by a contract among the Members;

(b) To permit the Members to exercise all powers that may be exercised by them with respect to the subject matter of this Contract pursuant to the Act and other applicable law; and

(c) To permit the Board to exercise all powers that may be exercised by the board of directors of a regional transit district pursuant to the Act and by the governing body of a separate legal entity created by a contract among the Members.

In the event of any conflict between the Act or any other law with respect to the exercise of any such power, the provision that permits the broadest exercise of the power consistent with the limitations set forth in this Contract shall govern.

Section 4.11. Governing Law. The laws of the State of New Mexico shall govern the development and enforcement of this Contract.

Section 4.12. Counterparts. This Contract may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement.

ARTICLE V
POWERS OF THE DISTRICT

Section 5.01. Powers of the District. A district is a body politic and corporate. In addition to other powers granted to the district pursuant to the Regional Transit District Act [73-25 NMSA 1978], the district may:

(a) Have perpetual existence, except as otherwise provided in the contract;
(b) Finance, construct, operate, maintain, or promote regional transit systems within the boundaries of the district;
(c) Enter into contracts and agreements affecting the affairs of the district;
(d) Establish, collect, and increase or decrease fees, tolls, rates, or charges for the use of property of a regional transit system financed, constructed, operated, maintained, or promoted by the district; except that fees, tolls, rates, or charges imposed for the use of a regional transit system shall be fixed and adjusted to pay for bonds issued by the district;
(e) Pledge all or a portion of the revenues to the payment of bonds of the district;
(f) Provide transit services outside the boundaries of the district.
(g) Purchase, trade, exchange, acquire, buy, sell, lease, lease with an option to purchase, dispose of, and encumber real or personal property and interest therein, including easements and rights of way;
(h) Accept real or personal property for the use of the district and accept gifts and conveyances upon the terms and conditions as the board may approve;
(i) Use the streets, highways, rail rights-of-way, and other public ways and, with permission of the owner, to relocate or alter the construction of streets, highways, rail rights-of-way, other public ways, electric and telephone lines and properties, pipelines, conduits, and other properties, whether publicly or privately owned, if deemed necessary by the district in the construction, reconstruction, repair, maintenance, and operation of the system. Any damage that may occur to the property shall be borne by the district; and
(j) Sue and be sued;

Section 5.02. Limitations on Powers of the District. The District shall be limited as follows:

(a) The district may only finance, construct, operate, maintain, or promote Regional Transit Systems;
(b) Advisory Committees may only be appointed and may only exercise the powers as provided in Article III hereof;
(c) A notice of the imposition of or any change in any fee or the issuance of Bonds shall be sent to the Division of Local Government and shall be filed with the State Transportation Commission in accordance with the Act.

ARTICLE VI
BOARD OF DIRECTORS

Section 6.01. Establishment and Powers. The District shall be governed by a Board of Directors (hereinafter, the "Board") as described in Section 73-25-5 of the Act. The Board shall

exercise and perform all powers, privileges and duties vested in or imposed upon the District. Subject to the exceptions in the Act, the Board may delegate any of its powers to an Officer or agent of the Board.

Section 6.02. Powers of the Board. The Board shall, subject to the limitations set forth herein and relevant State law, have all powers that may be exercised by the board of directors of a regional transit district pursuant to the Act and all powers that may be exercised by the governing body of a separate legal entity created by a contract among the Members. Such powers shall include, but shall not be limited to:

(a) Adopt Bylaws;
(b) Fix the time and place of meetings and the method of notice of the meetings;
(c) Make and pass orders and resolutions necessary for the government and management of the affairs of the District and the execution of the powers vested in the District;
(d) Appoint, hire, or retain an Executive Director;
(e) Maintain offices at a place the Board may designate;
(f) Prescribe financial and procurement policies and procedures in accordance with relevant State and Federal laws and policies;
(g) Adopt other policies as may be deemed necessary for the functioning of the District; and
(h) Appoint advisory committees and define the duties of the committees.
(i) Board may add ex-officio members as needed.

Section 6.03. Advisory Committees. The Board may appoint and maintain a Citizen Advisory Committee to advise the Board with respect to policy and service matters. The Board may also appoint other Advisory Committees to advise the Board. The members of the Citizen Advisory Committee shall not be Directors, Official Designees, or employees of the District. The members of Advisory Committees other than the Citizen Advisory Committee may include Directors, Official Designees, and Officers of the District. Advisory Committees shall not be authorized to exercise any power of the Board.

Section 6.04. Bylaws and Rules. The Board, acting by resolution adopted as provided in Article IX hereof, may adopt bylaws or rules governing the activities of the District and the Board, including, but not limited to, bylaws or rules governing the conduct of Board meetings, voting procedures, and the type of resolutions that must be in writing.

Section 6.05. Budget. The Board shall approve an annual budget pursuant to the legal requirement to submit an annual budget to the State.

ARTICLE VII
DIRECTORS

Section 7.01. Appointment of Directors and Official Designees. Pursuant to Section 73-25-5 of the Act, the Board shall be composed of one (1) Director from each Member of the District. A Director shall be an elected official, Official Designee or Tribal Council Member. The Director or Official Designee (if any) shall be nominated by the chief elected official of the Member and approved by the Governing Body of the Member.

Section 7.02. Terms of Office. The term of office of each Director and Official Designee shall commence with the first meeting of the Board following his or her appointment and shall continue until removed by the appointing Member, or until she or he no longer holds

elective office in the Governing Body of the appointing Member, or until she or he submits a written resignation to the Chair. Directors shall not serve a term longer than four (4) years unless re-appointed by their Member governing body.

Section 7.03. Resignation and Removal. Any Director or Official Designee may resign at any time, effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning; and may be removed at any time by the Governing Body of the Member that appointed him or her, effective upon receipt by the Secretary or the Chair of written notice signed by the Governing Body of the appointing Member.

Section 7.04. Vacancies. Vacancies in the office of any Director or Official Designee shall be filled in the same manner in which the vacant office was originally filled.

Section 7.05. Compensation. Directors and Official Designees shall serve without compensation, but may be reimbursed for expenses incurred in serving in such capacities upon such terms and pursuant to such procedures as may be established by the Board, pursuant to State law.

ARTICLE VIII
OFFICERS

Section 8.01. Identification. The Board shall elect or appoint a Chair, a Vice Chair, a Secretary, and a Treasurer.

Section 8.02. Appointment. The currently elected Board shall elect Officers by simple majority vote after canvassing each member as to his or her interest in service, time availability, and qualifications. The Officers shall be Directors. All Officers of the District shall meet the other qualifications, if any, stated for his or her office elsewhere in this Article.

Section 8.03. Term of Office. Each Officer shall serve until the end of their term or until a successor is elected or appointed or the Officer is lawfully removed pursuant to State law, this Contract, or the Bylaws. Officers may serve unlimited terms.

Section 8.04. Resignation. Any Officer may resign at any time effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning.

Section 8.05. Removal of Officers. Any Officer of the Board may be removed at any time by a two-thirds majority vote of the voting units of the Board.

Section 8.06. Vacancies. Vacancies in the office of any Officer shall be filled in the same manner in which such office was originally filled.

Section 8.07. Chair. The Chair shall:

(a) Have the power to call meetings of the Board and to preside over such meetings;
(b) Have the power to execute, deliver, acknowledge, file, and record on behalf of the District such documents as may be required by the Act or other applicable law;
(c) Have the power to execute and deliver contracts, deeds, and other instruments and agreements on behalf of the District as are necessary or appropriate in the ordinary course of its activities or as are duly authorized or approved by the Board;
(d) Have such additional authority, powers, and duties as are appropriate and customary for the office of the Chair of the board of directors of entities such as the District, and as the Board may otherwise prescribe.

Section 8.08. Vice Chair. The Vice Chair shall:

(a) Be the Officer next in seniority after the Chair and, upon the death, absence, or disability of the Chair, shall have the authority, powers, and duties of the Chair;
(b) Have such additional authority, powers, and duties as are prescribed by the Board.

Section 8.09. Secretary. If a Treasurer has not been elected or appointed, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer. The Secretary shall:

(a) Designate a staff member who will assist in carrying out the work of the Secretary, under the day-to-day supervision of the Executive Director but with responsibility lying with the Secretary;
(b) Give, or cause to be given, notice of all meetings (including special meetings) of the Board;
(c) Keep written minutes of such meetings;
(d) Be responsible for the maintenance of all records and files and the preparation and filing of reports to governmental agencies (other than tax returns);
(e) Have such other authority, powers and duties as are appropriate and customary for the office of Secretary of entities such as the District, and as the Board may otherwise prescribe.

Section 8.10. Treasurer. The Treasurer shall, subject to rules and procedures established by the Board:

(a) Designate a staff member who will assist in carrying out the work of the Treasurer, under the day-to-day supervision of the Executive Director but with responsibility lying with the Treasurer;
(b) Be responsible for the custody of the funds and all stocks, bonds, and other securities owned by the District;
(c) Be responsible for the preparation and filing of all tax returns, if any, required to be filed by the District;
(d) Receive all moneys paid to the District and, subject to any limits imposed by the Board or the Chair, shall have authority to give receipts and vouchers, and endorse checks and warrants in the District's name and on the District's behalf, and to give full discharge for the same;
(e) Sign checks and warrants, but must secure the signature of either the Executive Director or one other Board Officer. In the absence of the Executive Director, a second Officer may sign;
(f) Have charge of disbursement of the funds of the District, shall keep full and accurate records of the receipts and disbursements, and shall deposit all moneys and other valuables in such depositories as shall be designated by the Board;
(g) Deposit and invest all funds of the District in accordance with the laws of the State applying to the deposit and investment of funds of regional transit districts formed under the Act;
(h) Have such additional authority, powers and duties as are appropriate and customary for the office of Treasurer of entities such as the District, and as the Board may otherwise prescribe.

Section 8.11. Executive Director. The Board shall appoint an Executive Director who shall be the chief executive officer of the District, shall supervise the activities of the District, shall see that all policies, directions and orders of the Board are carried out and shall, under the supervision of the Board, have such other authority, powers, or duties as may be prescribed by the Board. The Executive Director shall, subject to rules and procedures established by the Board:

(a) Sign contracts or agreements with vendors or service providers that are necessary to carry out the purposes of the District, provided, however, that they involve less than $100,000, and are included in a duly approved budget. Expenses over $100,000 shall be approved by the Board and signed by the appropriate Officers;
(b) Appoint, hire, and retain employees, agents, engineers, attorneys, accountants, financial advisors, investment bankers, and other consultants as approved through the budget process;
(c) Dispose of assets of the District, provided, however, that the assets are no longer useful to the District and have a nominal market value;
(d) Sign contracts or agreements specifically approved by the Board.

Section 8.12. Changes to Authority, Powers and Duties. Notwithstanding any other provision of this Article, the Board at any time may expand, limit, or modify the authority, powers and duties of any Officer pursuant to the Act.

ARTICLE IX
VOTING REQUIREMENTS

Section 9.01. Voting Strength of Members. Each Member of the District shall have a voting strength as determined by the Voting Strength Analysis, Appendix B.

Section 9.02. Quorum. The presence of Directors representing a majority of the Members and a majority of the total number of voting units shall be necessary to constitute a quorum for the transaction of business.

Section 9.03. Simple Majority Vote. If a quorum is present, action by simple majority of voting units present and eligible to vote shall be the act of the Board, unless the act of a greater number is required by the Bylaws, the Contract, or applicable law.

Section 9.04. Two-Thirds Vote. If a quorum is present, two-thirds (2/3) majority of the voting units is required for the following actions:
(a) Addition or withdrawal of territory or property, pursuant to Article 8 of the Bylaws, Article XI of this Contract, and Sections 73-25-6 and 73-25-17 of the Act;
(b) Removal of Officers from the Board, pursuant to Article 10 of the Bylaws and Article VIII of this Contract;
(c) Amendment of the Bylaws, pursuant to Section 15 of the Bylaws.
(d) Amendments to this Contract, pursuant to Article IV of this Contract.

Section 9.05. Budget. The annual budget shall be passed by a simple majority of voting units.

ARTICLE X
ASSETS

Section 10.01. Acquisition of Assets. The District may acquire assets on its own authority or through contract with Members of the District. Assets contributed by each Member shall be so noted.

Section 10.02. Disposition of Assets. The District may dispose of assets that are surplus, at the end of their useful life, or are no longer needed by the District, pursuant to State and Federal regulations.

Distribution of Assets Upon Termination. Upon termination of this Contract, pursuant to Article IV hereof, the net assets of the District shall be distributed to the parties with a financial interest in the assets and in proportion to their contribution to the purchase of the asset. Where the District itself has a financial interest in the asset, its current value will be divided equally among the Members of the District at the time of its termination.

ARTICLE XI
ADDING OR WITHDRAWING TERRITORY

Section 11.01. Initial Members. The Initial Members shall be the initial signatories whose participation in the District is described in Articles II and III, and Appendix A hereof.

11.02 Addition of Members. After the creation of the District, a Governmental Unit adjacent to or contained within a Governmental Unit adjacent to, but not part of, the District may join the District as a Member

11.03 Inclusion or Exclusion of Property. The Board may include or exclude property from the boundaries of the District, pursuant to Section 73-25-6 and Section 73-25-17 of the Act.

11.04 Withdrawal of Members. A Member of the District may withdraw from the District by adopting a resolution to withdraw. The Member shall withdraw its representative from the Board of Directors. Real

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

TOWN OF EDGEWOOD

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

CITY OF ESPANOLA

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

COUNTY OF LOS ALAMOS

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

PUEBLO OF NAMBE

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

PUEBLO OF OHKAY OWINGEH

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

PUEBLO OF POJOAQUE

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

COUNTY OF RÍO ARRIBA

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

PUEBLO OF SAN ILDEFONSO

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

PUEBLO OF SANTA CLARA

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

CITY OF SANTA FE

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

COUNTY OF SANTA FE

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

COUNTY OF TAOS

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

TOWN OF TAOS

Name _____

_____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

PUEBLO OF TESUQUE

Name _____

Title _____

Signature _____

VOTING STRENGTH ANALAYSIS - November 7, 2014

Member	Population (1)	% of Total Population	Member Unit	Population Units (2)	Total Voting Units	Voting Units % of Total
Los Alamos County	17,798	7.51%	1	2	3	9%
Río Arriba County	23,925	10.10%	1	3	4	12%
Española City	10,224	4.32%	1	2	3	9%
Ohkay Owingeh Pueblo	2,791	1.18%	1	0	1	3%
Santa Clara Pueblo	3,132	1.32%	1	0	1	3%
Taos County	27,304	11.52%	1	3	4	12%
Town of Taos	5,731	2.42%	1	1	2	6%
Santa Fe County	57,593	24.31%	1	4	5	15%
San Ildefonso Pueblo	672	0.28%	1	0	1	3%
Pojoaque Pueblo	367	0.15%	1	0	1	3%
Nambe Pueblo	365	0.15%	1	0	1	3%
Tesuque Pueblo	435	0.18%	1	0	1	3%
Santa Fe City	82,800	34.95%	1	5	6	18%
Town of Edgewood	3,777	1.59%	1	0	1	3%
Total	**236,914**	**100%**	**14**	**20**	**34**	**100%**

Total Members: 14
Total Voting Units: 34
Quorum Requirments: 8 Members **and** 18 Voting Units
Simple Majority Vote: 18 Voting Units and 8 members present
Two Thirds Vote: 23 Voting Units and 10 members present

[1] Population estimates were extracted from 2013 Annual Estimates of the United States Census Bureau.
[2] Voting Units are awarded in the following manner:
All Members receive one (1) vote by virtue of being a Member.
Members receive one (1) additional vote for population between 5000 and 9,999;
an additional vote for population between 10,000 and 19,999;
an additional vote for population between 20,000 and 39,999;
an additional vote for population between 40,000 and 79,999;
an additional vote for population equal to or greater than 80,000.

2010 Census Update -Board approved April 13, 2012./Edgewood Member Add - Board approved September 7,2012./ Nambe Pueblo member add and Board approved 3/1/2013 Updated with addition of Town of Taos and City of Santa Fe annexation of portions of unicorporated Santa Fe County and Board Approved on 11/7/2014.

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: November 7, 2014

Agenda Item – E

Title: Adoption of Memorandum of Understanding between the Town of Taos and North Central Regional Transit District Regarding the Interchange of and the Provision of Certain Service Routes.

Prepared By: Anthony J. Mortillaro, NCRTD Executive Director

Summary: The NCRTD adopted Short Range Transit Service Plan (Service Plan) recommended that the UNM-Taos Klauer route be eliminated since it is a near duplicate of the Chile Line service operated by the Town of Taos and due to low ridership. The Service Plan also recommended that the District acquire the operation of the Taos Express route that is provided by the Chile Line only on weekends as a premium service to be provided by the NCRTD. In implementing these recommendations, the Staffs of the Town of Taos and NCRTD have been meeting since September to discuss and agree on a path forward and the terms and conditions related to the implementation of these recommendations. The attached MOU provides for the implementation of the Service Plan recommendations. The parameters of this exchange of services is as follows:

UNM-Taos Klauer;

- The Town will extend their Red line to incorporate service to UNM-Taos Klauer to meet the needs of the University students.
- Students or faculty using the service will not be charged a fare if they produce their UNM ID.
- The Town will modify its 5311 Fiscal Year 2016 application to request these funds be provided due to acquisition of this previously funded route.
- Service to commence in January 2015.

Taos Express:

- The Town will convey the vehicle Unit 30, that was acquired last year for this route to the District. The District will compensate the Town a total of $15,000 for the transfer of Unit 30 to the District on April 1, 2015. Unit 30 will be approximately two years old when it is

transferred to the District. The payment will partially reimburse the Town of Taos for the matching funds that was contributed to its acquisition from their Lodger's Tax. The $15,000 was based upon the depreciated value and remaining life of the vehicle.

- The Town will retain its current subsidy of $20,362.13 in Town funds for other general fund uses.
- The District will operate the Taos Express under its brand and in a similar level of service on late Friday, Saturday and Sunday.
- The District will modify its 5311 Fiscal Year 2016 application to request these funds be provided due to acquisition of this previously funded route.
- The District will charge a fare of $5.00 one-way (same fare that Taos Express currently charges) since this would be considered a premium service as depicted in the Service Plan.
- Service by the District to commence in January 2015.

Background: The NCRTD adopted Short Range Transit Service Plan (Service Plan) recommended that the UNM-Taos Klauer route be eliminated since it is a near duplicate of the Chile Line service operated by the Town of Taos and due to low ridership. The Service Plan also recommended that the District also acquire the operation of the Taos Express route that is provided by the Chile Line only on weekends as a premium service to be provided by the NCRTD.

Recommended Action: It is recommended that the Board adopt the MOU.

Options/Alternatives:

a) Adopt the MOU as presented; or
b) provide direction to staff regarding modifications that would be necessary for adoption of the MOU; or
c) Take no action and provide staff direction regarding the elimination of the UNM-Taos Klauer route.

Fiscal Impact: The cost for providing the UNM-Taos Klauer route is estimated at $153,216. Elimination of this route and transferring service to the Chile Line will not cost the District any funds. The operation of the Taos Express by the District is estimated to cost $78,612 per year. Fares are expected to generate approximately $7,000.

First year savings of $66,604 are anticipated (first year bus acquisition payment of $15,000 reduces annual savings). Year 2 and beyond savings are predicted to equal $81,604 yearly. The District will re-allocate the savings generated for service enhancements adopted for Fiscal Year 2015 related to the mid-day Edgewood and trial service to Golden and Tres Piedras, and an increase in service days from 3 to 5 for the Chama Route.

Attachments:

- MOU
- Exhibit A – UNM Klauer
- Exhibit B – Taos Express

MEMORANDUM OF UNDERSTANDING
FOR TRANSPORTATION SERVICES

This Agreement is made and entered into this _____ day of _____, 2014, by and between the Town of Taos ("Town"), and the North Central Regional Transit District ("NCRTD"), for transportation services with an effective date of January 1, 2015.

RECITALS

WHEREAS, the Town of Taos, "Town", is a municipality and a legal subdivision of the State of New Mexico; and,

WHEREAS, the NCRTD is a special district and subdivision of the State of New Mexico formed under the Regional Transit District Act, NMSA 1978, § 73-25-1 et seq.; and

WHEREAS, pursuant to NMSA 1978, § 73-25-4 (C), on October 7th, 2014, the Town held a public hearing to consider joining the NCRTD as a member; and

WHEREAS, the NCRTD and the Town have agreed to coordinate and exchange existing routes operated by their respective transit operations in order to maximize efficiency, and

WHEREAS, the Town and NCRTD wish to memorialize an agreement to swap certain current route operations to minimize costs while maintaining services.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and acceptability of which are acknowledged, the parties agree as follows:

WITNESSETH:

1. ROUTES ASSUMED BY TOWN AND NCRTD

The Town and NCRTD agree to make such changes to their respective service plans, routes, services and budgets as may be required to implement amended services consistent with the attached Exhibit A and B.

2. TRANSFER OF VEHICLE UNIT 30

The Town will convey to the NCRTD

A. Vehicle Unit 30, 2013 Ford, VIN No. 1FDAF5GT4DEA70282 currently used by the Town for providing the Taos Express Service by April 1, 2015. Mileage placed on the vehicle should not exceed prior year annual average mileage;

B. NCRTD will pay to the Town $15,000 for vehicle unit 30 at the time of transfer. Said vehicle shall be in excellent operating condition and without exterior or interior damage except for normal wear and tear;

C. The Taos Express Website.

3. NON-WAIVER OF POWERS

Nothing in this Agreement shall be taken or held to imply the relinquishment or waiver by the Town of its powers to regulate public transportation services. Further, nothing contained in this Agreement shall constitute, or be construed as constituting, any waiver of any rule, regulation or ordinance heretofore adopted by the Town, nor its right to make such charges and amendments of all such rules, regulations or ordinances which the Town may from time to time, deem advisable and necessary for the protection of the public health and general welfare of its citizens.

4. DEFINITIONS

A *Bus Stop:* A place where passengers can board or alight from the bus usually identified by a sign.

B. *Town*: Town of Taos.

C. *Demand Response*: Non-fixed-route service utilizing vans or buses with passengers boarding and alighting at pre-arranged times at any location within the system's service area.

D. *Fare:* The required payment for a ride on a public transportation vehicle. It must be paid by an acceptable means, for example using cash, token, ticket, transfer, fare card, voucher, pass or user's fee.

E. *Fare Structure:* The system set up to determine how much is to be paid by various passengers using a transit vehicle at any given time.

F. *Fixed Route:* Service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations; each fixed-route trip serves the same origin as and destinations, unlike demand-response.

G. *Modified/Deviated Fixed Route:* Vehicles travel from predetermined stops, but will deviate or modify the route to provide service at peak time to pick up or drop off individuals.

H. *NCRTD*: North Central Regional Transit District

I. *Paratransit:* Comparable transportation service required by the Americans With Disabilities Act for people with disabilities who are unable to use fixed-route transportation systems.

J. *Passenger:* Any occupant of a motor vehicle (in or upon the vehicle) who is not the driver.

K. *Public Transit:* Passenger transportation services, local, metropolitan or regional in scope, that are available to any person who pays a prescribed fare.

L. *Senior Citizens*: All citizens over the age of 60

M. *Service Area:* A defined area from within which the majority of transit users will travel to a particular destination.

N. *Transit:* Another name for "public transportation" generally used in contexts which do not include carpools or vanpools.

5. SCOPE OF WORK

The work under this Agreement shall consist of providing public transportation services within the Town, and the NCRTD Service Area including all supervision, materials, equipment, labor and other items necessary to complete work in accordance with this Agreement.

6. OPERATION

A. *Hours of Operation*: Hours of operation will be as set forth in Exhibit A and B unless the parties agree otherwise.

B. *Routes:* Routes will be as set forth in Exhibit A and B unless the parties agree otherwise. Both parties acknowledge that they will continue to evaluate and assess the demand for and utility of routes and that future decisions by the parties respective governing bodies regarding continuation of routes may change the routes as specified in Exhibit A and B. However neither party shall change the routes governed under this agreement without first meeting and conferring with the other party.

C. *Holidays*: The Town of Taos and NCRTD will each determine and observe any or all of the holidays by suspension of service on the holiday.

D. *Future Funding:* From this point forward the Town of Taos will request grant funding from the New Mexico Department of Transportation for and provide Klauer Route services. The NCRTD will request grant funding from the New Mexico Department of Transportation for and provide Taos Express services.

7. COMPLIANCE WITH LAWS

The parties shall conduct operations under this Agreement in compliance with all applicable federal, state and local laws, ordinances, rules and regulations, including traffic laws, whether now in effect or adopted or amended hereafter.

8. EFFECTIVE DATE

This Agreement shall be effective upon execution of the Agreement and performance of such Agreement shall begin on January 1, 2015.

9. NON-DISCRIMINATION

The parties shall not discriminate against any person because of race, sex, age, creed, color, religion, disability or national origin.

10. TERM

The Agreement shall be in place until such time that Vehicle Unit 30 has been transferred to NCRTD.

11. TRANSFERABILITY OF AGREEMENT

No assignment or subcontract of this Agreement or any change in each party's obligations under this Agreement shall be made without the express written consent of the other party. In the event of any assignment, the assignee shall assume the liability and responsibilities of the party who assigns the agreement. Nothing herein shall limit the ability of the parties to transfer responsibilities for other routes and transit services in the future.

12. MISCELLANEOUS PROVISIONS

A. *Integration and Amendments*: This Agreement constitutes the full and entire understanding of the parties in relation to the subject matter herein and shall not be amended except by a written instrument executed by both parties hereto.

B. *Force Majeure*: Neither Party shall be liable for failure to perform their duties nor for any resultant damage or loss if such failure is caused by

catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the party who fails to perform.

C. *Partial Invalidity*: In the event any provision or portion of this Agreement shall be found invalid or unenforceable, this Agreement shall be reformed in accordance with applicable law excluding such invalid or unenforceable provision(s), but any such partial invalidity shall not effect the validity and enforceability of any such provision or portion of the Agreement unless the purpose of the Agreement is rendered impossible.

D. *Notices*: Any notices required to be given under this Agreement shall be given to:

TOWN: Town of Taos
Attention: Town Manager
400 Camino de la Placita
Taos, N.M. 87571

NCRTD: North Central Regional Transit District
Attention: Executive Director
1327 N. Riverside Dr.
Espanola, NM 87532

IN WITNESS WHEROF the parties have executed this Agreement by their duly authorized representatives on the _____ day of _____, 2014

_____
Town of Taos

By: _____

APPROVED AS TO FORM:

_____

_____
NCRTD
By: _____

APPROVED AS TO FORM:

_____

Exhibit A

UNM-Klauer Route

- 140 service days to coincide with Fall and Spring semester
- Operates Monday- Thursday only
- Approximate one-way travel distance from Ranchos PO to UNM: 3.0 miles
- Approximate one-way travel time form Ranchos PO to UNM: 10 minutes

Schedule

SOUTHBOUND **NORTHBOUND**

Guadalupe Parking Lot	Taos County Admin	Ranchos Post Office	UNM-Klauer		UNM-Klauer	Ranchos Post Office	Taos County Admin	Guadalupe Parking Lot
830a	835a	845a	855a		900a	910a	920a	925a
1130a	1135a	1145a	1155a		1200p	1210p	1220p	1225p

Split Shift

230p	235p	245p	255p		300p	310p	320p	325p
530p	535p	545p	555p		600p	610p	620p	625p
					835p	845p	855p	900p

Town of Taos responsibilities	• Chile Line to provide service to UNM-Klauer • Fare-free to UNM students and staff

Exhibit B

Taos Express Route

- Monday- Thursday: NCRTD operates Taos to Española and Española to Santa Fe Routes as it currently does
- Friday- Saturday- Sunday: NCRTD operates a Taos Express routing similar to the current Taos Express routing: one round trip Friday night; two round trips Saturday and two round trips Sunday
- Friday service will be fare-free; Saturday and Sunday service will be considered "premium" service and a one-way fare will be charged

SCHEDULE

SOUTHBOUND NORTHBOUND

	Guadalupe parking lot	Taos County Admin	Ranchos Post Office	Española	Santa Fe Railyard	South Capitol	South Capitol	Santa Fe Railyard	Española	Ranchos Post Office	Taos County Admin	Guadalupe parking lot
Friday	430p	435p	445p	540p	620p	640p	645p	TBD	705p	800p	810p	815p
Saturday	800a	805a	815a	TBD	1000a	TBD	TBD	1040a	TBD	1145a	1155a	1200p
	430p	435p	445p	TBD	620p	640p	645p	TBD	TBD	800p	810p	815p
Sunday	800a	805a	815a	TBD	1000a	TBD	TBD	1040a	TBD	1145a	1155a	1200p
	430p	435p	445p	TBD	620p	640p	645p	TBD	TBD	800p	810p	815p

NCRTD responsibilities	• Will operate a similar level of service on Friday, Saturday and Sunday as existing Taos Express • Will charge a fare for "premium" service on Saturday and Sunday • Actively engage in marketing and promotion to encourage increased ridership (and potential increased visitors to Town)

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: November 7, 2014

Agenda Item – F

Title: Discussion and Consideration of Resolution 2014-19 Authorizing the Amendments of the ADA Complementary Paratransit Service and Demand-Response and Dial-A-Ride Service Policies and Procedures

Prepared By: Mike Kelly, Transit Operations and Facilities Director

Summary: The NMDOT FY '14 Training and Technical Assistance Review revealed the need for the District make revisions to the "ADA Complementary Paratransit Service and Demand-Response and Dial-A-Ride Service Policies and Procedures" in order to better comply with FTA-ADA requirements. It was also recommended that the ADA Complimentary Paratransit Service portion become a separate, standalone policy from the Demand Response Service and Dial-A-Ride policies.

Background: In April 2014, the Board approved the amendments to "ADA Paratransit Service and Demand Response and Dial-A-Ride Service Policies and Procedures." On June 10, 2014, NMDOT performed the FY '14 Training and Technical Assistance Review. A portion of the review was an in depth look at these policies.
Recommendations were:

- Clarify the language for reservations,
- Clarify the language in the transportation of service animals,
- Clarify legitimate safety requirements for wheelchairs.

Corrective actions to be taken were:

- Update the website with ADA information and a downloadable application,
- Change restriction language on wheelchairs,
- Reduce the ADA $2 fare from door to door to equal to the $1 fare for curb to curb (as not to appear discriminatory),

- Change the description of excessive travel time to be more comparable to fixed route travel time.

It was also recommended by NMDOT that the ADA Paratransit policy become separate, standalone policy from the Demand Response and Dial-A-Ride policies. Staff has drafted the necessary amendments to meet the recommendations and corrective actions required to comply with FTA and ADA requirements.

Recommended Action:

It is recommended the Board approve the amendments to the "ADA Complementary Paratransit Service Demand and Response Service Policies and Procedures" and the separation of the ADA Paratransit Policy from the Demand Response Service and Dial-A-Ride as a standalone policy document.

Options/Alternatives:

1. The Board could recommend to staff to seek new or other alternative options; or

2. The Board could recommend no action at this time.

Fiscal Impact:

Fares for Demand Response service for FY '14 were $12,370. ADA riders consist of 17% of Demand Response ridership generating approximately $2,103 of revenue. Fiscal impact is estimated at a net loss $1,050.

Attachments:

- Resolution 2014-19
- ADA Complementary Paratransit Service Policies and Procedures - redlines
- Demand Response and Dial-A-Ride Service Policies and Procedures - redlines

North Central Regional Transit District (NCRTD)

Resolution 2014-19

ADOPTION OF THE AMENDMENT OF THE ADA COMPLIMENTARY PARATRANSIT SERVICE AND DEMAND RESPONSE AND DIAL-A-RIDE POLICES AND PROCEDURES

WHEREAS, the NCRTD was created through legislative enactment (NMSA 1978, Sections 73-25-1 through 73-25-19); and

WHEREAS, the NCRTD is a subdivision of the State of New Mexico with all the authority and duties of the same; and

WHEREAS, the Board has the authority to make and pass resolutions necessary for the execution of the powers vested in the District; and

WHEREAS, the Board adopted the ADA Complementary Paratransit Service and Demand-Response Policies and Procedures in July 2011; and

WHEREAS, the Board adopted an amendment of the ADA Complementary Paratransit Service and Demand-Response Policies and Procedures in April 2014 to include Dial-A-Ride Services; and

WHEREAS, an amendment of the ADA Complementary Paratransit Service and Demand-Response and Dial-A-Ride Policies and Procedures is necessary as required by law; and

WHEREAS, the ADA Complimentary Paratransit Service Policies and Procedures should be its own, separate policy from the Demand Response and Dial-A-Ride Service Policies and Procedures; and

WHEREAS, the fare for door to door service be $1.00, the same fare as curb to curb as is for Demand Response Service ; and

NOW THEREFORE BE IT RESOLVED THAT: The Board adopts the amendment to the ADA Complementary Paratransit Service and Demand-Response Policies and Procedures

PASSED, APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 7th DAY OF NOVEMBER, 2014.

_____

Daniel Barrone, Chair

Approved as to form:

_____

Peter Dwyer, Counsel

ADA Complementary Paratransit Service, ~~Demand-Response Service and Dial-a-Ride~~ Policies & Procedures

North Central Regional Transit District

~~April~~ November 2014

Adopted November 7 ~~April 4~~, 2014 by Board Resolution No. 2014-~~07~~

ADA Complementary Paratransit Service, ~~Demand-Response Service and Dial-a-Ride~~

Policies & Procedures

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ADA Complementary Paratransit Service Policies & Procedures

I. General

A. Goal

It is the goal of the North Central Regional Transit District, NCRTD, through its ADA complementary paratransit service, to design, implement and maintain an efficient and effective transportation system for persons with disabilities who are "ADA paratransit eligible."

B. Policy

It is the policy of the NCRTD, in accordance with the Code of Federal Regulations, Title 49, Volume 1, Part 37, Subpart F, Section 37.121 that no otherwise qualified person shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity undertaken by the NCRTD that receives or benefits from federal financial assistance.

C. Purpose

The ADA complementary paratransit service was developed to provide safe and efficient transportation within the Espanola area to persons with disabilities who are "ADA paratransit eligible."

D. Objectives

The specific objectives of the ADA complementary paratransit service are:

1. To provide curb-to-curb, roadway to driveway and based on special need, door-to-door, demand response transportation on specially equipped vehicles designed to accommodate persons with disabilities.

2. To maintain a trained staff for the operation and control of the service.

3. To provide on-going mechanisms for persons with disabilities to provide input on ADA complementary paratransit service, policies and procedures.

4. To provide all public information tools on the NCRTD services in accessible formats.

II. Operations

A. General

ADA complementary paratransit service is provided in accordance with the six service criteria established by the U.S. Department of Transportation for ADA paratransit operations including service area, response time, fares, trip purpose restrictions, hours and days of service and capacity constraints.

B. Service Area

1. Complimentary ADA Service for Espanola Area Fixed* Route

ADA complementary paratransit service shall be provided to origins and destinations within ¾ mile of fixed route service and within the core service area. Para-transit service will also be offered in the same area that demand-response service is offered, that is, in Rio Arriba County within a fifteen mile radius of the Española Park & Ride lot located at Paseo de Onate at Calle Espinosa. Fixed Routes within the Espanola/ Rio Arriba County15 mile radius zone are:

#100 Riverside Drive Route
#110 Westside Española Route
#120 Crosstown Route
#160 Santa Clara Route
#150 Chimayo- Las Trampas Route up to the East Cordova entrance.

2. Complimentary ADA Service on all Regional Area* Fixed Routes

ADA Service shall be provided to origins and destinations within a ¾ mile of regional routes according to FTA's para-transit service guidelines. The type of ADA service provided is Road-to-Driveway service or Curb-to-Curb or Door to Door as needed, when roadway conditions permit.
Regional Area Fixed Routes are:

#180 El Rito Route
#190 Chama Route
#290 Edgewood Route
#280 Eldorado Route
#270 Turquoise Trail Route
#200 Santa Fe Route
#230 San Ildefonso Route
#220 Tesuque Route

#210 Pojoaque-Nambe Route
#310 Red River Route (outside the Miners Transit service area only)
#303 UNM Route (Outside the Chile Line service area only)
#330 Peñasco Route
#320 Questa Costilla Route
#300 Taos Route
#400 Los Alamos Route (serves Los Alamos to Española)
#410 LA-P Route (serves Los Alamos to Pojoaque)

*(see Exhibit B, Espanola ADA service area; and Exhibit C, Regional ADA service area; maps attached)

3. ADA Service – Regional Fixed Route –Safety and Road Requirements

- Roads must be paved or graveled, meet minimal local county maintenance standards:
- Be regularly maintained by the local jurisdiction, including snow removal;
- Have sufficient drainage during heavy rains or during periods of flash flooding;
- Be of sufficient width for 2 large vehicles to operate side to side either direction;
- Have overhead clearance of at least 12';
- Have within reasonable distance from pick up/drop off location a wide point or pullout that would facilitate turning around a 40' vehicle*.
- Locations where lift service is required must have a flat level surface to ensure safe lift deployment.

The Transit Operations and Facilities Director or the Fleet Maintenance and Facilities Manager will make the final determination as to roads meeting the standards listed above.

*****If a smaller, shorter in length bus regularly is utilized on a particular route, the width of the turnaround point may be relaxed by management for flexing on that route.

4. ADA Service To/From Areas Where ADA Service Is Provided By An Agency Other Than NCRTD

In areas where ADA service is being provided by an agency other than the NCRTD, Flex Service can be scheduled to and from common connecting/transfer points where both the other agencies and the NCRTD's services meet for passenger transfers. It is the responsibility of the passenger to schedule with the

other agency any connecting service required to complete their trip. Pre-qualification and fares for ADA services with another agency may be required.

Other agencies that connect with the NCRTD are:

City of Santa Fe, Santa Fe Trails/Santa Fe Rides
(505)-955-2001
(866)-554-7433 - toll free

Los Alamos County, Atomic City Transit
(505)-661-7433

Town of Taos, Chile Line
(505)-751-4459

Red River Miner's Transit
(575)-770-5959

Ohkay Owingeh Popay Messenger Service
505-852-4014

NMDOT Park & Ride
505-424-1110

New Mexico Rail Runner
866-795-7245 – toll free

C. Reservations and Response Time

Two types of service will be available: subscription and reservation.

Subscription service will be offered for any trip that occurs every week, originates and terminates at the same scheduled location, at the same hour each day. Requests for subscription service must be made at least one (1) day prior to the first trip, and may be made up to four (4) days in advance. The number of subscription service trips accepted shall not exceed 50% of the total trips scheduled by all passengers unless there is non-subscription capacity.

Reservation service shall be available for any trip. Requests for reservation service must be made at least one (1) day prior to the desired trip time, and may be made up to four (4) days in advance.

Requests for service shall be accepted from 6:00 a.m. to5:00 p.m. on the day prior to the service day. Requests made one day prior on weekends or holidays between the hours of 6:00 am and 5:00 pm for reservations for service on Monday or the day after a holiday shall be accepted as received on the NCRTD's voice messaging service. Whenever possible a return trip will be scheduled.

Trips shall be scheduled to begin no more than one (1) hour before or after the desired departure time. The trip shall be scheduled so as to arrive at the pick-up location within a 30-minute time frame (see Riding ADA Complementary Paratransit Service, Section IV. C).

D. Fares

The fare for a trip charged to an ADA paratransit eligible user of the complementary paratransit service shall not exceed twice the fare that would be charged to an individual paying full fare on NCRTD's fixed-route system. Thus, no fare will be charged for ADA certified passengers who are picked up and delivered within ¾ of a mile from a fixed route. Payment of the fare must be in cash and in the exact amount. Fares shall be paid at the time of boarding.

Personal care attendants ride free with passengers who require assistance while boarding, riding, or alighting from a vehicle. Passengers must state the need for a personal care attendant on the ADA paratransit eligibility certification application. Dispatcher must be notified at the time the reservation that a personal care attendant will also be riding.

Passengers are guaranteed a seat for at least one accompanying guest. Additional guests will be scheduled on a space-available basis. There is no additional fare charged for guests within the ¾ mile zone of a fixed route. See section VII, D. for fares guests outside the ¾ mile zone.

E. No Trip Purpose Restrictions

Trips for any purpose will be accommodated and will not be prioritized by trip purpose. Passengers may be asked the nature of their trip so as the NCRTD can be prepared to provide appropriate safety measures.

F. Hours and Days of Service

The ADA complementary paratransit service shall operate from 6:00 am. to 6:00 p.m. Monday through Friday. No Saturday or Sunday service is provided

Service is not offered on the following holidays:

New Year's Day
Dr. Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day

G. No Capacity Constraints

NCRTD will not constrain capacity by 1) restricting the number of trips an individual will be provided; 2) maintaining waiting lists for access to the service; or 3) any operational pattern or practice that significantly limits the availability of service to ADA paratransit eligible persons.

The following performance data will be collected and monitored by the NCRTD for the purpose of establishing whether capacity constraints exist:

1. Number of late pick-ups or drop-offs for initial or return trips. A pick-up or drop-off is considered late when it is more than twenty (20) minutes past the scheduled pick-up or drop-off time.

2. Number of trip denials or missed trips. Trip denials include rides that are accepted outside the hour scheduling window. Declined round trips will be counted as two (2) denials when one leg of a round trip cannot be scheduled within the hour window and the requester declines the round trip.

3. Number of trips with excessive lengths. Excessive trip length is defined as a trip that takes longer than a reasonable time traveled on a fixed route, This includes the time to and from the stops and waitng for the vehicle.~~takes no more than two times longer than the trip would take on a fixed route~~.

4. Number of missed calls on the trip reservation line. Missed calls will be measured by the amount of reservation calls that roll over and go to voicemail.

If, after analysis of the above performance data, NCRTD determines that there are swings in demand when administering its ADA complementary paratransit service, NCRTD shall increase its capacity to respond to peaks in demand in a way that is comparable to dealing with changes in demand on the fixed route system.

ADA paratransit eligible persons shall have priority on the ADA complementary paratransit service, and tracking for capacity constraints shall be done separately for ADA paratransit eligible persons and others who may use the service.

H. Inclement Weather

In the unlikely event of service cancellation due to inclement weather, NCRTD personnel shall attempt to contact all scheduled passengers at the telephone numbers listed on the ADA Complementary Paratransit Service Eligibility Application.

I. Lost and Found

Neither NCRTD nor its service contractor will be responsible for items left on vehicles. However, if found, the item(s) will be held for thirty (30) days. If the item is not claimed within thirty (30) days, it may be donated to a local charitable organization.

Passengers attempting to locate lost items should call the NCRTD office. If the passenger's item has been located, every effort will be made to return the item to the passenger on his/her next scheduled trip.

III. Eligibility and Certification Procedures

A. General Eligibility

To receive ADA complementary paratransit service, individuals must be certified "ADA paratransit eligible," per the Americans with Disabilities Act of 1990, to include:

1. Any individual with a disability who is unable, as the result of a physical or mental impairment (including a vision impairment), and without the assistance of another individual (except the operator of a wheelchair lift or other boarding assistance device), to board, ride or disembark from any vehicle on the system which is readily accessible to and usable by individuals with disabilities.

2. Any individual with a disability who needs the assistance of a wheelchair lift or other boarding assistance device and is able, with such assistance, to board, ride and disembark from any vehicle which is readily accessible to and usable by individuals with disabilities if the individual wants to travel on a route on the system during the hours of operation of the system at a time, or within a

reasonable period of time, when such a vehicle is not being used to provide designated public transportation on the route.

3. Any individual with a disability who has a specific impairment-related condition which prevents such individual from traveling to a boarding location or from a disembarking location on such system.

Generally the following four tests are applied when determining an applicant's eligibility:

1. Does the individual's disability prevent him/her from getting to and from a bus stop at the point of origin or destination?

2. Can the individual board, utilize and disembark the vehicle at the bus stop?

3. Can the individual recognize the destination and disembark the bus?

4. If the passenger's trip requires transfers, are the paths of travel between routes accessible and navigable by the individual?

B. Trip-By-Trip Eligibility

While there are some passengers who are eligible to ride ADA complementary paratransit service for all their transportation needs, most passengers are certified for service on a trip-by-trip basis. In other words, passengers who may normally be able to ride NCRTD fixed-route service may be eligible for certain trips on the Curb-to-Curb or Roadway to Driveway service. Examples include:

1. An impairment-related condition that makes the person severely sensitive to cold or hot temperatures.

2. A person unable to maneuver a wheelchair through snow.

3. An individual with cognitive disabilities who must use a route other than the one he/she has learned or been trained to ride.

4. An individual who must travel an alternate route due to circumstances, where this alternate route is inaccessible to persons with disabilities.

C. Eligibility for Visitors and Out-of-Area Residents

Visitors to the Espanola area who present documentation that they are ADA paratransit eligible in the jurisdiction in which they reside shall be allowed to use the NCRTD service. If a visitor does not present such documentation, NCRTD may require the visitor to present documentation of his/her place of residence and, if the individual's

disability is not apparent, of his/her disability. NCRTD will accept a certification from the visitor that he/she is unable to use fixed route transit.

NCRTD shall make the service available to visitors for any combination of twenty one (21) days during any 365-day period beginning with the visitor's first use of the service.

The location of an applicant's residence is not a factor in determining eligibility. Persons living outside the service area can be certified for the ADA complementary paratransit service. However, only trips with both an origin and destination inside the service area will be provided.

D. Application Process

The applicant shall return the completed ADA Paratransit Application to the NCRTD office. To be considered complete, all of the information requested on the application must be entered and the application must be signed by the applicant. In addition, the Professional Verification Form must be completed and signed by a qualified licensed professional.

*See Exhibit A, Paratransit Application.

NCRTD staff will attempt to make a determination from the information included in the ADA Paratransit Application. Should the staff be unable to make a determination based upon the information provided, they may request clarification from the applicant or the professional who completed the Professional Verification Form.

If a determination still cannot be made, NCRTD may require applicants to submit to a functional assessment to determine if they can use the regular fixed-route bus service. NCRTD will pay the cost of the functional assessment as well as provide transportation to and from the appointment.

NCRTD staff will normally make a determination regarding eligibility within twenty on (21) days of receipt of a complete ADA Paratransit Application. Should the staff fail to make such a determination within the twenty one (21)-day period, the applicant will be "presumed eligible" until such time a determination has been made.

When applications are approved, applicants will be notified by mail they have been certified to use ADA complementary paratransit service for three years, if they are permanently disabled; or for a shorter, specified time if their disability is temporary. Certified passengers may begin using service immediately following notification.

When applicants are deemed eligible for ADA complementary paratransit service, they will be asked to complete the certification process by scheduling an appointment to obtain a photo identification card within thirty (30) days.

At any time during a passenger's three-year certification, NCRTD staff may require the certified passenger to submit a new ADA Paratransit Application if there is sufficient cause to believe the passenger's condition has changed making the person no longer "ADA paratransit eligible."

Applicants who are deemed ineligible for ADA complementary paratransit may appeal by following the procedure established in Section VIII, Appeal Procedures. Applicants denied service may reapply for the service at any time.

All passenger information will be kept confidential by the NCRTD staff unless a release is required by law or court order.

IV. Passenger Responsibilities

A. General Passenger Condition

All passengers must be able to sit in a bus seat or wheelchair in order to be transported.

Any passenger whose medical condition is such that the passenger is incoherent or requires immediate medical attention to sustain life may be denied service. ADA complementary paratransit service is to be considered a "common carrier" and does not perform ambulance or emergency service.

If the driver reasonably believes a passenger's physical condition or conduct is hazardous, or if a passenger possesses weapons, instruments or equipment that are reasonably believed to be dangerous, or if the passenger presents a direct threat to others, service may be terminated immediately. The passenger will be notified of his/her right to appeal the termination and NCRTD will hear the appeal as soon as reasonably possible.

B. R~~equesting Service~~eservations

R~~A r~~eservation~~quest~~ for service are accepted ~~must be made at least~~ one (1) day or up to four (4) days in advance prior to the desired trip time. Same day reservations are accepted on a space available basis. In order to schedule a trip, one must speak (either in person or via telephone messaging) with NCRTD staff that will require the following in scheduling a trip:

1. Name
2. Phone Number
3. Pick-Up Address
4. Destination Address
5. Desired Pick-Up Time
6. Desired Drop-Off Time (Appointment Time)
7. Number of Passengers

8. If Round Trip, Approximate Time of Return Trip

Passengers can schedule service by calling NCRTD at 1-866-206-0754 from 6:00 a.m. to5:00 p.m. the day prior to service. Requests made one day prior on weekends or holidays between the hours of 6:00 am and 5:00 pm for reservations for service on Monday or the day after a holiday shall be accepted as received on the NCRTD's voice messaging service. Whenever possible a return trip will be scheduled.

C. Riding ADA Complementary Paratransit Service

Paratransit passengers shall be ready to go ten (10) minutes before the scheduled pick-up time. NCRTD makes every effort to arrive as close to the scheduled pick-up time as possible. However, NCRTD may arrive up to ten (10) minutes before or twenty (20) minutes after the scheduled pick-up time.

Example: If you schedule a 9:30 a.m. pick-up, the vehicle may arrive between 9:20 a.m. and 9:50 a.m.

This thirty (30) minute window (consisting of ten (10) minutes before to twenty (20) minutes after the scheduled time) is called the "pick-up time period." Drivers, after arriving within the pick-up time period, will wait up to five (5) minutes. Any passenger who is not at his/her scheduled pick-up point and ready to go by that time will be considered a "no show" and the driver will leave to pick up other riders. The driver will not return for a second attempt. The only exception will be passengers who have been detained during a medical appointment.

If a passenger knows that he/she will be detained during a medical appointment, the passenger shall call NCRTD at 1-866-206-0754 as soon as possible. When the passenger is ready, he/she shall call NCRTD and the next available van will be dispatched to pick up the passenger.

Service may not be rendered if the vehicle cannot access the origin or destination location, or if the location does not provide safe passage for the vehicle or safe access to the vehicle by the passenger. The driver shall immediately call the dispatcher for further instructions in such case. Locations where lift deployment is required must have flat level surfaces to ensure safety for the client and safe operation of the lift.

Drivers are not permitted to enter a passenger's home under any circumstance.

Drivers are not permitted to maneuver a wheelchair up or down more than one step. This rule is provided for the safety of the passenger and the driver.

Drivers are not permitted to lift passengers.

Passengers must pay their fares upon boarding the bus. Failure to do so may result in no service for that trip and the recording of a "no show" or cancellation (see Section IV, E, "No Shows" and Cancellations).

If all other passengers on the vehicle are required to wear seat belts, ADA complementary paratransit service passengers shall also be required to wear seat belts. A physician's statement of a passenger's physical inability to wear a seat belt may waive this requirement.

Profanity or abusive conduct shall not be permitted and may result in suspension or termination of service.

Eating or smoking is not allowed on NCRTD vehicles. Drinking is permissible only from a hard container with a snap-on or screw type lid.

D. Transportation of Children

The minimum age for a child to travel alone aboard ADA complementary paratransit service vehicles is 10 years of age. Children under the age of 10 must have a guardian of legal age accompany them during transport.

E. "No Shows" and Cancellations

If riders are unable to keep the scheduled appointment time, they should notify NCRTD at least two hours prior to the scheduled pick-up time. Failure to do so may result in the recording of a "no show." A record of all "no shows" will be maintained at the "NCRTD office.

Three (3) "no shows" within a 30 day period (counting from the last incident) for reasons other than those of a necessary or emergency nature, as determined by the NCRTD Transit Operations and Facilities Director, shall result in suspension of service for a period of 30 days. The passenger will be given an opportunity for a hearing prior to the suspension.

F. Accommodation of Wheelchairs and Mobility Devices

NCRTD will accommodate wheelchairs and mobility devices. "A Wheelchair is a mobility aid belonging to any class of three or more wheeled devices, usable indoors, designed or modified for and used by individuals with mobility impairments, whether operated manually or powered." ~~Wheelchairs are devices that do not exceed 32 inches in width and 48 inches in length measured two inches above the ground, and do not weigh more than 600 pounds when occupied.~~

~~Any passenger who utilizes a wheelchair device for mobility shall ensure the brakes on the wheelchair are in working order before transportation can be provided. All~~

~~passengers boarding the bus in wheelchairs will be required to board, ride and disembark the vehicle with the wheels of the chair in a locked position.~~

Service may be denied if the mobility device poses a risk to "Legitimate safety requirements." Legitimate safety requirements are such circumstances as mobility devices that are too wide or heavy for a wheelchair lift, or so large ~~-~~they would block an aisle or would interfere with the safe evacuation of passengers in an emergency.

All wheelchairs and other mobility devices must be secured to the floor of the vehicle using the in-vehicle securement equipment. The drivers will make every effort not to damage wheelchairs or mobility devices with the securement straps and hooks. In the case where a mobility device is incapable of being properly secured by the securement devices, the driver will notify the rider and will recommend the rider transfer to a seat. In those cases it will be up to the rider whether or not to continue with the ride.

G. Personal Care Attendants and Companions

A personal care attendant (i.e., someone designated or employed specifically to help the eligible individual meet his/her personal needs) always may ride with the eligible individual at no cost.

A companion (e.g., friend or family member) does not count as a personal care attendant unless the eligible individual regularly makes use of a personal care attendant and the companion is actually acting in that capacity.

As part of the initial eligibility certification process, an individual must indicate whether he/she travels with a personal care attendant. If someone does not indicate the use of an attendant, then any individual accompanying him/her would be regarded simply as a companion.

H. Service Animals and Pets~~Accommodation of Animals~~

Service animals are welcome aboard NCRTD vehicles. A service animal is any guide dog, or other animal trained to perform tasks for an individual with a disability. Service animals are not pets. They are working animals that are specially trained to provide assistance. To travel on a NCRTD vehicle service animal must:

- Be on a leash or in a container, be under it person's control and behave appropriately
- Remain at their person's feet or in their lap, but may not sit on a vehicle seat
- Birds, reptiles, amphibians and rodents must be kept within an enclosed carrier or container
- Not show aggressive tendencies towards people or other animals

Under control and well behaved are the defining characteristics. The care and supervision of a service animal is solely the responsibility of its owner. In addition, consumers traveling with anials are subject to the same general rules that apply to all. If an animal is not under the control or if its behavior is disruptive or menacing, NCRTD cana refuse service or the consumer ,may have to make other arrangements. Service animals must be under physical restraint by the owner at all times. Service animals that are disruptive, threatening ot intimidating will be handled in a case by case discipline process.

~~Animals other than service animals as described below are not allowed to ride on NCRTD vehicles.~~

~~It is the policy of NCRTD to allow service animals to accompany their owner without restraint. Under the Americans with Disabilities Act of 1990, a service animal means a guide dog, signal dog, or other animal as described in USDOT FTA Regulations, 49 CFR 37.3, that is required to aid the owner and that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including, but not limited to, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.~~

~~The Americans with Disabilities Act of 1990 allows for the imposition of legitimate safety requirements that are necessary for the safe operation of ADA complementary paratransit service. NCRTD can generally require use of a secured pet travel carrier for any animal that is a health or safety hazard regardless of the kind of training it has received and what function it serves for its owner.~~

I. Carry-On Packages

Drivers will help passengers take lightweight items off the vehicle and set them on the curb. If additional assistance is required, this assistance may be rendered on a case-by-case basis.

V. Public Involvement

A. Goal

NCRTD is committed to providing on-going mechanisms to involve the public in decisions regarding its services, policies and procedures.

B. Consumer Satisfaction Surveys

Consumer satisfaction survey forms will be mailed one time each year to all certified ADA complementary paratransit service passengers. These surveys will measure customer satisfaction with aspects of NCRTD services including prompt telephone answering, scheduler courtesy, ability to get requested pick-up time, timeliness of pick-ups and drop-offs, response time for return trip, amount of time traveling, courtesy of

drivers, level of assistance by drivers, safety of service and general satisfaction with service. The results of these surveys will be compiled and reported to the NCRTD Board of Directors.

C. Public Hearings

Public hearings will be held on an as-needed basis to obtain input from persons with disabilities on such topics as proposed service changes, proposed fare increases, and other similar topics.

D. Focus Groups

Focus groups made up of persons with disabilities and representatives from agencies serving the needs of persons with disabilities will be held on an ad hoc basis to deal with specific service and policy issues that require in-depth discussion.

VI. Public Information Dissemination

A. Goal

NCRTD is committed to providing information about its services, policies and procedures to the public in accessible formats for persons with disabilities.

B. Accessible Formats

NCRTD makes use of an operator-assisted RELAY service so that persons with hearing or speech impairments may, by dialing 711, communicate with and receive information from NCRTD staff.

Persons with vision impairments may request braille information through the State library, or request NCRTD provide big font print, or request information via New Mexico School for the Blind reader service.

VII. Appeal Procedures

A. Goal

NCRTD has adopted the following appeal procedures as the mechanism for resolving complaints relative to the ADA complementary paratransit services, policies and procedures.

The following administrative procedure has been established to insure prompt and equitable resolution of appeals of any person with a disability that has been denied

eligibility for ADA complementary paratransit service. The same appeal procedure will be used for appeals filed by persons who have been notified of a pending service termination or suspension.

B. Appeal Procedure

An applicant/passenger who wishes to appeal an eligibility determination, service suspension or termination must address an appeal, in writing, to the NCRTD within 60 days of the denial of the application or the notification of suspension of service. The appellant will be entitled to be heard in person and to have necessary support, such as a sign interpreter, or may choose to be represented by another person.

The appellant will be notified in writing of the NCRTD decision as soon as possible. NCRTD will not provide paratransit service to the individual pending the determination on appeal. If a decision has not been made within 30 days of the completion of the appeals process, NCRTD will provide paratransit service from that time until and unless a decision to deny the appeal is issued.

~~VIII. Demand-Response Service~~

~~A. Goal~~

~~It is the goal of the NCRTD to provide mobility options for those residents of Rio~~

~~Arriba County/City of Española that don't have a fixed route readily available to them.~~

~~B. Service Area~~

~~Demand-Response service* is available to Rio Arriba County and City of Española residents that do not have a fixed route available to them or live within a 15 mile radius of the Española Park and Ride Lot located at Paseo de Onate at Calle Espinosa. The communities of Arroyo Seco and La Puebla are included for ADA service only, during peak hours only on the Santa Fe and Chimayo routes. It is the policy of the NCRTD that demand-response service is curb-to-curb. Door-to-door service will be considered on a case-by-case basis.~~

~~*(see Demand Response service area map Exhibit B)~~

~~C. Reservations for Service~~

~~Two types of service will be available: subscription and reservation.~~

~~Subscription service will be offered for any trip that occurs every week, originates and terminates at the same scheduled location, at the same hour each day. Requests for~~

subscription service must be made at least one day prior to the first trip, and may be made up to 4 days in advance. The number of subscription service trips accepted shall not exceed 50% of the total trips scheduled by all passengers unless there is non-subscription capacity.

Reservation service shall be available for any trip. Requests for reservation service must be made at least 1day prior to the desired trip time, and may be made up to 4 days in advance.

Requests for service shall be accepted from 6:00 a.m. to 3:00 p.m. on the day prior to the service day. Reservations for service on Monday or the day after a holiday shall be received on the NCRTD's voice messaging service. Whenever possible a return trip will be scheduled.

Trips shall be scheduled to begin no more than one hour before or after the desired departure time. The trip shall be scheduled so as to arrive at the pick-up location within a 30-minute time frame

D. Fares

The fare for demand-response service is $1.00 one-way for curb-to-curb service. The fare for approved door-to-door service is $2.00 one-way. Payment for the fare must be in cash and in the exact amount. Payment is due at the time of boarding.

The fair for ADA eligible passengers door to door is $2.00 one-way.

No fare will be charged for personal care attendants. However, guests shall pay a fare of $2.00. Additional guests will be scheduled on a space available basis. Payment of the fare must be in cash and in the exact amount. Fares shall be paid at the time of boarding.

E. No Trip Purpose Restrictions

Trips for any purpose will be accommodated and will not be prioritized by trip purpose. Passengers may be asked the nature of their trip so as the 'NCRTD can be prepared to provide appropriate safety measures.

F. Hours and Days of Service

The demand-response service shall operate from 6:00 am. to 6:00 p.m. Monday through Friday. No Saturday or Sunday service is provided.

Service is not offered on the following holidays:

New Year's Day

- Dr. Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day

G. Inclement Weather

In the unlikely event of service cancellation due to inclement weather, NCRTD personnel shall attempt to contact all scheduled passengers at the telephone numbers listed on the ADA Complementary Paratransit Service Eligibility Application.

H. Lost and Found

Neither NCRTD nor its service contractor will be responsible for items left on vehicles. However, if found, the item(s) will be held for thirty (30) days. If the item is not claimed within thirty (30) days, it may be donated to a local charitable organization.

Passengers attempting to locate lost items should call the NCRTD office. If the passenger's item has been located, every effort will be made to return the item to the passenger on his/her next scheduled trip.

I. Riding Demand Response Service

Demand Response passengers shall be ready to go ten (10) minutes before the scheduled pick-up time. NCRTD makes every effort to arrive as close to the scheduled pick-up time as possible. However, NCRTD may arrive up to ten (10) minutes before or twenty (20) minutes after the scheduled pick-up time.

Example: If you schedule a 9:30 a.m. pick-up, the vehicle may arrive between 9:20 a.m. and 9:50 a.m.

This thirty (30) minute window (consisting of ten (10) minutes before to twenty (20) minutes after the scheduled time) is called the "pick-up time period." Drivers, after arriving within the pick-up time period, will wait up to five (5) minutes. Any passenger who is not at his/her scheduled pick-up point and ready to go by that time will be considered a "no show" and the driver will leave to pick up other riders. The driver will not return for a second attempt. The only exception will be passengers who have been detained during a medical appointment.

If a passenger knows that he/she will be detained during a medical appointment, the passenger shall call NCRTD at 1-866-206-0754 as soon as possible. When the passenger is ready, he/she shall call NCRTD and the next available van will be dispatched to pick up the passenger.

Service may not be rendered if the vehicle cannot access the origin or destination location or if the location does not provide safe passage for the vehicle or safe access to the vehicle by the passenger. The driver shall immediately call the dispatcher for further instructions in such case.

Drivers are not permitted to enter a passenger's home under any circumstance.

J. Transportation of Children

The minimum age for a child to travel alone aboard ADA complementary paratransit service vehicles is 10 years of age. Children under the age of 10 must have a guardian of legal age accompany them during transport.

K. "No Shows" and Cancellations

If riders are unable to keep the scheduled appointment time, they should notify NCRTD at least two hours prior to the scheduled pick-up time. Failure to do so may result in the recording of a "no show." A record of all "no shows" will be maintained at the "NCRTD office.

Three (3) "no shows" within a thirty (30) day period (counting from the last incident) for reasons other than those of a necessary or emergency nature, as determined by the NCRTD Transit Operations and Facilities Director, shall result in suspension of service for a period of thirty (30) days. The passenger will be given an opportunity for a hearing prior to the suspension.

IX. Dial-a-Ride Service *(Anticipated Launch Date is February 2015)*

A. Goal

It is the goal of the NCRTD to provide mobility options for those residents of the Pojoaque-Nambe area that do not have a fixed route readily available to them.

B. Service Area

Dial-a-Ride service* is available to the Pojoaque-Nambe area residents that do not have a fixed route available to them. It is the policy of the NCRTD that Dial-a-Ride service is Curb-to-Curb. Door-to-Door service will be considered on a case-by-case basis.

* See Maps Exhibit D- Dial-a-Ride Service Area

C. Reservations for Service

Two types of service will be available: subscription and reservation.

Subscription service will be offered for any trip that occurs every week, originates and terminates at the same scheduled location, at the same hour each day. Requests for subscription service must be made at least one (1) day prior to the first trip, and may be made up to four (4) days in advance. The number of subscription service trips accepted shall not exceed 50% of the total trips scheduled by all passengers unless there is non-subscription capacity.

Reservation service shall be available for any trip. Requests for reservation service may be made at least one (1) day prior to the desired trip time, and may be made up to four (4) days in advance. However, single trip reservations may be made up to one (1) hour in advance on the same day where space is available.

Requests for service shall be accepted from 6:00 a.m. to 5:00 p.m. on the day prior to the service day. Reservations for service on Monday or the day after a holiday shall be received on the NCRTD's voice messaging service. Whenever possible a return trip will be scheduled.

Trips shall be scheduled to begin no more than one (1) hour before or after the desired departure time. The trip shall be scheduled so as to arrive at the pick-up location within a thirty (30)-minute time frame.

D. Fares

There is no fare for Dial-a-Ride service.

E. No Trip Purpose Restrictions

Trips for any purpose will be accommodated and will not be prioritized by trip purpose. Passengers may be asked the nature of their trip so as the NCRTD can be prepared to provide appropriate safety measures.

F. Hours and Days of Service

The Dial-a-Ride service shall operate from 6:00 am. to 6:00 p.m. Monday through Friday. No Saturday or Sunday service is provided.

Service is not offered on the following holidays:

- New Year's Day
- Dr. Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day

G. Inclement Weather

In the unlikely event of service cancellation due to inclement weather, NCRTD personnel shall attempt to contact all scheduled passengers at the telephone numbers listed on the ADA Complementary Paratransit Service Eligibility Application.

H. Lost and Found

Neither NCRTD nor its service contractor will be responsible for items left on vehicles. However, if found, the item(s) will be held for thirty (30) days. If the item is not claimed within thirty (30) days, it may be donated to a local charitable organization.

Passengers attempting to locate lost items should call the NCRTD office. If the passenger's item has been located, every effort will be made to return the item to the passenger on his/her next scheduled trip.

I. Riding Dial-a-Ride Service

Dial-a-Ride passengers shall be ready to go ten (10) minutes before the scheduled pick-up time. NCRTD makes every effort to arrive as close to the scheduled pick-up time as possible. However, NCRTD may arrive up to ten (10) minutes before or twenty (20) minutes after the scheduled pick-up time.

Example: If you schedule a 9:30 a.m. pick-up, the vehicle may arrive between 9:20 a.m. and 9:50 a.m.

This thirty (30) minute window (of ten (10) minutes before to twenty (20) minutes after the scheduled time) is called the "pick-up time period." Drivers, after arriving within

~~the pick-up time period, will wait up to five (5) minutes. Any passenger who is not at his/her scheduled pick-up point and ready to go by that time will be considered a "no show" and the driver will leave to pick up other riders. The driver will not return for a second attempt. The only exception will be passengers who have been detained during a medical appointment.~~

~~If a passenger knows that he/she will be detained during a medical appointment, the passenger shall call NCRTD at 1 866 206 0754 as soon as possible. When the passenger is ready, he/she shall call NCRTD and the next available van will be dispatched to pick up the passenger.~~

~~Service may not be rendered if the vehicle cannot access the origin or destination location or if the location does not provide safe passage for the vehicle or safe access to the vehicle by the passenger. The driver shall immediately call the dispatcher for further instructions in such case.~~

~~Drivers are not permitted to enter a passenger's home under any circumstance.~~

~~J. Transportation of Children~~

~~The minimum age for a child to travel alone aboard ADA complementary paratransit service vehicles is 10 years of age. Children under the age of 10 must have a guardian of legal age accompany them during transport.~~

~~K. "No Shows" and Cancellations~~

~~If riders are unable to keep the scheduled appointment time, they should notify NCRTD at least two hours prior to the scheduled pick-up time. Failure to do so may result in the recording of a "no show." A record of all "no shows" will be maintained at the NCRTD office.~~

~~Three (3) "no shows" within a thirty (30) day period (counting from the last incident) for reasons other than those of a necessary or emergency nature, as determined by the NCRTD Transit Operations and Facilities Director, shall result in suspension of service for a period of thirty (30) days. The passenger will be given an opportunity for a hearing prior to the suspension.~~

~~ADA Complementary Paratransit Service,~~ Demand-Response Service and Dial-a-Ride Policies & Procedures

North Central Regional Transit District

~~April~~November ~~-~~2014

Adopted November 7~~April 4~~, 2014 by Board Resolution No. 2014-~~07~~

~~ADA Complementary Paratransit Service,~~ Demand-Response Service and Dial-a-Ride

Policies & Procedures

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Exhibits Maps – Service Areas

ADA Complementary Paratransit Service Policies & Procedures

I. General

A. Goal

It is the goal of the North Central Regional Transit District, NCRTD, through its ADA complementary paratransit service, to design, implement and maintain an efficient and effective transportation system for persons with disabilities who are "ADA paratransit eligible."

B. Policy

It is the policy of the NCRTD, in accordance with the Code of Federal Regulations, Title 49, Volume 1, Part 37, Subpart F, Section 37.121 that no otherwise qualified person shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity undertaken by the NCRTD that receives or benefits from federal financial assistance.

C. Purpose

The ADA complementary paratransit service was developed to provide safe and efficient transportation within the Espanola area to persons with disabilities who are "ADA paratransit eligible."

D. Objectives

The specific objectives of the ADA complementary paratransit service are:

1. To provide curb-to-curb, roadway to driveway and based on special need, door-to-door, demand response transportation on specially equipped vehicles designed to accommodate persons with disabilities.

2. To maintain a trained staff for the operation and control of the service.

3. To provide on-going mechanisms for persons with disabilities to provide input on ADA complementary paratransit service, policies and procedures.

4. To provide all public information tools on the NCRTD services in accessible formats.

II. Operations

A. General

ADA complementary paratransit service is provided in accordance with the six service criteria established by the U.S. Department of Transportation for ADA paratransit operations including service area, response time, fares, trip purpose restrictions, hours and days of service and capacity constraints.

B. Service Area

1. Complimentary ADA Service for Espanola Area Fixed* Route

ADA complementary paratransit service shall be provided to origins and destinations within ¾ mile of fixed route service and within the core service area. Para-transit service will also be offered in the same area that demand-response service is offered, that is, in Rio Arriba County within a fifteen mile radius of the Española Park & Ride lot located at Paseo de Onate at Calle Espinosa. Fixed Routes within the Espanola/ Rio Arriba County15 mile radius zone are:

#100 Riverside Drive Route
#110 Westside Española Route
#120 Crosstown Route
#160 Santa Clara Route
#150 Chimayo- Las Trampas Route up to the East Cordova entrance.

2. Complimentary ADA Service on all Regional Area* Fixed Routes

ADA Service shall be provided to origins and destinations within a ¾ mile of regional routes according to FTA's para-transit service guidelines. The type of ADA service provided is Road-to-Driveway service or Curb-to-Curb when roadway conditions permit.

Regional Area Fixed Routes are:

#180 El Rito Route
#190 Chama Route
#290 Edgewood Route
#280 Eldorado Route
#270 Turquoise Trail Route
#200 Santa Fe Route
#230 San Ildefonso Route
#220 Tesuque Route

#210 Pojoaque-Nambe Route
#310 Red River Route (outside the Miners Transit service area only)
#303 UNM Route (Outside the Chile Line service area only)
#330 Peñasco Route
#320 Questa Costilla Route
#300 Taos Route
#400 Los Alamos Route (serves Los Alamos to Española)
#410 LA-P Route (serves Los Alamos to Pojoaque)

*(see Exhibit B, Espanola ADA service area; and Exhibit C, Regional ADA service area; maps attached)

3. ADA Service - Regional Fixed Route - Safety and Road Requirements

- Roads must be paved or graveled, meet minimal local county maintenance standards:
- Be regularly maintained by the local jurisdiction, including snow removal;
- Have sufficient drainage during heavy rains or during periods of flash flooding;
- Be of sufficient width for 2 large vehicles to operate side to side either direction;
- Have overhead clearance of at least 12';
- Have within reasonable distance from pick up/drop off location a wide point or pullout that would facilitate turning around a 40' vehicle*.
- Locations where lift service is required must have a flat level surface to ensure safe lift deployment.

The Transit Operations and Facilities Director or the Fleet Maintenance and Facilities Manager will make the final determination as to roads meeting the standards listed above.

*If a smaller, shorter in length bus regularly is utilized on a particular route, the width of the turnaround point may be relaxed by management for flexing on that route.

4. ADA Service To/From Areas Where ADA Service Is Provided By An Agency Other Than NCRTD

In areas where ADA service is being provided by an agency other than the NCRTD, Flex Service can be scheduled to and from common connecting/transfer points where both the other agencies and the NCRTD's services meet for passenger transfers. It is the responsibility of the passenger to schedule with the other agency any connecting service required to complete their trip. Pre- qualification and fares for ADA services with another agency may be required.

Other agencies that connect with the NCRTD are:

City of Santa Fe, Santa Fe Trails/Santa Fe Rides
(505)-955-2001
(866)-554-7433 – toll free

Los Alamos County, Atomic City Transit
(505)-661-7433

Town of Taos, Chile Line
(505)-751-4459

Red River Miner's Transit
(575)-770-5959

Ohkay Owingeh Popay Messenger Service
505-852-4014

NMDOT Park & Ride
505-424-1110

New Mexico Rail Runner
866-795-7245 – toll free

C. Reservations and Response Time

Two types of service will be available: subscription and reservation.

Subscription service will be offered for any trip that occurs every week, originates and terminates at the same scheduled location, at the same hour each day. Requests for subscription service must be made at least one (1) day prior to the first trip, and may be made up to four (4) days in advance. The number of subscription service trips accepted shall not exceed 50% of the total trips scheduled by all passengers unless there is non-subscription capacity.

Reservation service shall be available for any trip. Requests for reservation service must be made at least one (1) day prior to the desired trip time, and may be made up to four (4) days in advance.

Requests for service shall be accepted from 6:00 a.m. to5:00 p.m. on the day prior to the service day. Requests made one day prior on weekends or holidays between the hours of 6:00 am and 5:00 pm for reservations for service on Monday or the day after a

holiday shall be accepted as received on the NCRTD's voice messaging service. Whenever possible a return trip will be scheduled.

Trips shall be scheduled to begin no more than one (1) hour before or after the desired departure time. The trip shall be scheduled so as to arrive at the pick-up location within a 30-minute time frame (see Riding ADA Complementary Paratransit Service, Section IV. C).

D. Fares

The fare for a trip charged to an ADA paratransit eligible user of the complementary paratransit service shall not exceed twice the fare that would be charged to an individual paying full fare on NCRTD's fixed-route system. Thus, no fare will be charged for ADA certified passengers who are picked up and delivered within ¾ of a mile from a fixed route. Payment of the fare must be in cash and in the exact amount. Fares shall be paid at the time of boarding.

Personal care attendants ride free with passengers who require assistance while boarding, riding, or alighting from a vehicle. Passengers must state the need for a personal care attendant on the ADA paratransit eligibility certification application. Dispatcher must be notified at the time the reservation that a personal care attendant will also be riding.

Passengers are guaranteed a seat for at least one accompanying guest. Additional guests will be scheduled on a space-available basis. There is no additional fare charged for guests within the ¾ mile zone of a fixed route. See section VII, D. for fares guests outside the ¾ mile zone.

E. No Trip Purpose Restrictions

Trips for any purpose will be accommodated and will not be prioritized by trip purpose. Passengers may be asked the nature of their trip so as the NCRTD can be prepared to provide appropriate safety measures.

F. Hours and Days of Service

The ADA complementary paratransit service shall operate from 6:00 am. to 6:00 p.m. Monday through Friday. No Saturday or Sunday service is provided

Service is not offered on the following holidays:

New Year's Day
Dr. Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day

G. No Capacity Constraints

NCRTD will not constrain capacity by 1) restricting the number of trips an individual will be provided; 2) maintaining waiting lists for access to the service; or 3) any operational pattern or practice that significantly limits the availability of service to ADA paratransit eligible persons.

The following performance data will be collected and monitored by the NCRTD for the purpose of establishing whether capacity constraints exist:

1. Number of late pick-ups or drop-offs for initial or return trips. A pick-up or drop-off is considered late when it is more than twenty (20) minutes past the scheduled pick-up or drop-off time.

2. Number of trip denials or missed trips. Trip denials include rides that are accepted outside the hour scheduling window. Declined round trips will be counted as two (2) denials when one leg of a round trip cannot be scheduled within the hour window and the requester declines the round trip.

3. Number of trips with excessive lengths. Excessive trip length is defined as a trip that takes no more than two times longer than the trip would take on a fixed route.

4. Number of missed calls on the trip reservation line. Missed calls will be measured by the amount of reservation calls that roll over and go to voicemail.

If, after analysis of the above performance data, NCRTD determines that there are swings in demand when administering its ADA complementary paratransit service, NCRTD shall increase its capacity to respond to peaks in demand in a way that is comparable to dealing with changes in demand on the fixed route system.

ADA paratransit eligible persons shall have priority on the ADA complementary paratransit service, and tracking for capacity constraints shall be done separately for ADA paratransit eligible persons and others who may use the service.

H. Inclement Weather

In the unlikely event of service cancellation due to inclement weather, NCRTD personnel shall attempt to contact all scheduled passengers at the telephone numbers listed on the ADA Complementary Paratransit Service Eligibility Application.

I. Lost and Found

Neither NCRTD nor its service contractor will be responsible for items left on vehicles. However, if found, the item(s) will be held for thirty (30) days. If the item is not claimed within thirty (30) days, it may be donated to a local charitable organization.

Passengers attempting to locate lost items should call the NCRTD office. If the passenger's item has been located, every effort will be made to return the item to the passenger on his/her next scheduled trip.

III. Eligibility and Certification Procedures

A. General Eligibility

To receive ADA complementary paratransit service, individuals must be certified "ADA paratransit eligible," per the Americans with Disabilities Act of 1990, to include:

1. Any individual with a disability who is unable, as the result of a physical or mental impairment (including a vision impairment), and without the assistance of another individual (except the operator of a wheelchair lift or other boarding assistance device), to board, ride or disembark from any vehicle on the system which is readily accessible to and usable by individuals with disabilities.

2. Any individual with a disability who needs the assistance of a wheelchair lift or other boarding assistance device and is able, with such assistance, to board, ride and disembark from any vehicle which is readily accessible to and usable by individuals with disabilities if the individual wants to travel on a route on the system during the hours of operation of the system at a time, or within a reasonable period of time, when such a vehicle is not being used to provide designated public transportation on the route.

3. Any individual with a disability who has a specific impairment-related condition which prevents such individual from traveling to a boarding location or from a disembarking location on such system.

Generally the following four tests are applied when determining an applicant's eligibility:

1. Does the individual's disability prevent him/her from getting to and from a bus stop at the point of origin or destination?

2. Can the individual board, utilize and disembark the vehicle at the bus stop?

3. Can the individual recognize the destination and disembark the bus?

4. If the passenger's trip requires transfers, are the paths of travel between routes accessible and navigable by the individual?

B. Trip-By-Trip Eligibility

While there are some passengers who are eligible to ride ADA complementary paratransit service for all their transportation needs, most passengers are certified for service on a trip-by-trip basis. In other words, passengers who may normally be able to ride NCRTD fixed-route service may be eligible for certain trips on the Curb-to-Curb or Roadway to Driveway service. Examples include:

1. An impairment-related condition that makes the person severely sensitive to cold or hot temperatures.

2. A person unable to maneuver a wheelchair through snow.

3. An individual with cognitive disabilities who must use a route other than the one he/she has learned or been trained to ride.

4. An individual who must travel an alternate route due to circumstances, where this alternate route is inaccessible to persons with disabilities.

C. Eligibility for Visitors and Out-of-Area Residents

Visitors to the Espanola area who present documentation that they are ADA paratransit eligible in the jurisdiction in which they reside shall be allowed to use the NCRTD service. If a visitor does not present such documentation, NCRTD may require the visitor to present documentation of his/her place of residence and, if the individual's disability is not apparent, of his/her disability. NCRTD will accept a certification from the visitor that he/she is unable to use fixed route transit.

NCRTD shall make the service available to visitors for any combination of twenty one (21) days during any 365-day period beginning with the visitor's first use of the service.

~~The location of an applicant's residence is not a factor in determining eligibility. Persons living outside the service area can be certified for the ADA complementary paratransit service. However, only trips with both an origin and destination inside the service area will be provided.~~

~~D. Application Process~~

~~The applicant shall return the completed ADA Paratransit Application to the NCRTD office. To be considered complete, all of the information requested on the application must be entered and the application must be signed by the applicant. In addition, the Professional Verification Form must be completed and signed by a qualified licensed professional.~~

~~*See Exhibit A, Paratransit Application.~~

~~NCRTD staff will attempt to make a determination from the information included in the ADA Paratransit Application. Should the staff be unable to make a determination based upon the information provided, they may request clarification from the applicant or the professional who completed the Professional Verification Form.~~

~~If a determination still cannot be made, NCRTD may require applicants to submit to a functional assessment to determine if they can use the regular fixed-route bus service. NCRTD will pay the cost of the functional assessment as well as provide transportation to and from the appointment.~~

~~NCRTD staff will normally make a determination regarding eligibility within twenty on (21) days of receipt of a complete ADA Paratransit Application. Should the staff fail to make such a determination within the twenty one (21) day period, the applicant will be "presumed eligible" until such time a determination has been made.~~

~~When applications are approved, applicants will be notified by mail they have been certified to use ADA complementary paratransit service for three years, if they are permanently disabled; or for a shorter, specified time if their disability is temporary. Certified passengers may begin using service immediately following notification.~~

~~When applicants are deemed eligible for ADA complementary paratransit service, they will be asked to complete the certification process by scheduling an appointment to obtain a photo identification card within thirty (30) days.~~

~~At any time during a passenger's three-year certification, NCRTD staff may require the certified passenger to submit a new ADA Paratransit Application if there is sufficient cause to believe the passenger's condition has changed making the person no longer "ADA paratransit eligible."~~

Applicants who are deemed ineligible for ADA complementary paratransit may appeal by following the procedure established in Section VIII, Appeal Procedures. Applicants denied service may reapply for the service at any time.

All passenger information will be kept confidential by the NCRTD staff unless a release is required by law or court order.

IV. Passenger Responsibilities

A. General Passenger Condition

All passengers must be able to sit in a bus seat or wheelchair in order to be transported.

Any passenger whose medical condition is such that the passenger is incoherent or requires immediate medical attention to sustain life may be denied service. ADA complementary paratransit service is to be considered a "common carrier" and does not perform ambulance or emergency service.

If the driver reasonably believes a passenger's physical condition or conduct is hazardous, or if a passenger possesses weapons, instruments or equipment that are reasonably believed to be dangerous, or if the passenger presents a direct threat to others, service may be terminated immediately. The passenger will be notified of his/her right to appeal the termination and NCRTD will hear the appeal as soon as reasonably possible.

B. Requesting Service

A request for service must be made at least one (1) day or up to four (4) days prior to the desired trip time. In order to schedule a trip, one must speak (either in person or via telephone messaging) with NCRTD staff that will require the following in scheduling a trip:

1. Name
2. Phone Number
3. Pick-Up Address
4. Destination Address
5. Desired Pick-Up Time
6. Desired Drop-Off Time (Appointment Time)
7. Number of Passengers
8. If Round Trip, Approximate Time of Return Trip

Passengers can schedule service by calling NCRTD at 1-866-206-0754 from 6:00 a.m. to5:00 p.m. the day prior to service. Requests made one day prior on weekends or holidays between the hours of 6:00 am and 5:00 pm for reservations for service on

Monday or the day after a holiday shall be accepted as received on the NCRTD's voice messaging service. Whenever possible a return trip will be scheduled.

C. Riding ADA Complementary Paratransit Service

Paratransit passengers shall be ready to go ten (10) minutes before the scheduled pick-up time. NCRTD makes every effort to arrive as close to the scheduled pick-up time as possible. However, NCRTD may arrive up to ten (10) minutes before or twenty (20) minutes after the scheduled pick-up time.

Example: If you schedule a 9:30 a.m. pick-up, the vehicle may arrive between 9:20 a.m. and 9:50 a.m.

This thirty (30) minute window (consisting of ten (10) minutes before to twenty (20) minutes after the scheduled time) is called the "pick-up time period." Drivers, after arriving within the pick-up time period, will wait up to five (5) minutes. Any passenger who is not at his/her scheduled pick-up point and ready to go by that time will be considered a "no show" and the driver will leave to pick up other riders. The driver will not return for a second attempt. The only exception will be passengers who have been detained during a medical appointment.

If a passenger knows that he/she will be detained during a medical appointment, the passenger shall call NCRTD at 1-866-206-0754 as soon as possible. When the passenger is ready, he/she shall call NCRTD and the next available van will be dispatched to pick up the passenger.

Service may not be rendered if the vehicle cannot access the origin or destination location, or if the location does not provide safe passage for the vehicle or safe access to the vehicle by the passenger. The driver shall immediately call the dispatcher for further instructions in such case. Locations where lift deployment is required must have flat level surfaces to ensure safety for the client and safe operation of the lift.

Drivers are not permitted to enter a passenger's home under any circumstance.

Drivers are not permitted to maneuver a wheelchair up or down more than one step. This rule is provided for the safety of the passenger and the driver.

Drivers are not permitted to lift passengers.

Passengers must pay their fares upon boarding the bus. Failure to do so may result in no service for that trip and the recording of a "no show" or cancellation (see Section IV, E, "No Shows" and Cancellations).

If all other passengers on the vehicle are required to wear seat belts, ADA complementary paratransit service passengers shall also be required to wear seat belts. A physician's statement of a passenger's physical inability to wear a seat belt may waive this requirement.

Profanity or abusive conduct shall not be permitted and may result in suspension or termination of service.

Eating or smoking is not allowed on NCRTD vehicles. Drinking is permissible only from a hard container with a snap-on or screw type lid.

D. Transportation of Children

The minimum age for a child to travel alone aboard ADA complementary paratransit service vehicles is 10 years of age. Children under the age of 10 must have a guardian of legal age accompany them during transport.

E. "No Shows" and Cancellations

If riders are unable to keep the scheduled appointment time, they should notify NCRTD at least two hours prior to the scheduled pick-up time. Failure to do so may result in the recording of a "no show." A record of all "no shows" will be maintained at the "NCRTD office.

Three (3) "no shows" within a 30 day period (counting from the last incident) for reasons other than those of a necessary or emergency nature, as determined by the NCRTD Transit Operations and Facilities Director, shall result in suspension of service for a period of 30 days. The passenger will be given an opportunity for a hearing prior to the suspension.

F. Accommodation of Wheelchairs and Mobility Devices

NCRTD will accommodate wheelchairs and mobility devices. "A Wheelchair is a mobility aid belonging to any class of three or more wheeled devices, usable indoors, designed or modified for and used by individuals with mobility impairments, whether operated manually or powered." Wheelchairs are devices that do not exceed 32 inches in width and 48 inches in length measured two inches above the ground, and do not weigh more than 600 pounds when occupied.

Any passenger who utilizes a wheelchair device for mobility shall ensure the brakes on the wheelchair are in working order before transportation can be provided. All passengers boarding the bus in wheelchairs will be required to board, ride and disembark the vehicle with the wheels of the chair in a locked position.

Service may be denied if the mobility device poses a risk to "Legitimate safety requirements." Legitimate safety requirements are such circumstances as mobility devices so large they would block an aisle or would interfere with the safe evacuation of passengers in an emergency.

All wheelchairs and other mobility devices must be secured to the floor of the vehicle using the in-vehicle securement equipment. The drivers will make every effort not to damage wheelchairs or mobility devices with the securement straps and hooks. In the case where a mobility device is incapable of being properly secured by the securement devices, the driver will notify the rider and will recommend the rider transfer to a seat. In those cases it will be up to the rider whether or not to continue with the ride.

G. Personal Care Attendants and Companions

A personal care attendant (i.e., someone designated or employed specifically to help the eligible individual meet his/her personal needs) always may ride with the eligible individual at no cost.

A companion (e.g., friend or family member) does not count as a personal care attendant unless the eligible individual regularly makes use of a personal care attendant and the companion is actually acting in that capacity.

As part of the initial eligibility certification process, an individual must indicate whether he/she travels with a personal care attendant. If someone does not indicate the use of an attendant, then any individual accompanying him/her would be regarded simply as a companion.

H. Service Animals and Accommodation of Animals

Animals other than service animals as described below are not allowed to ride on NCRTD vehicles.

It is the policy of NCRTD to allow service animals to accompany their owner without restraint. Under the Americans with Disabilities Act of 1990, a service animal means a guide dog, signal dog, or other animal as described in USDOT FTA Regulations, 49 CFR 37.3, that is required to aid the owner and that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including, but not limited to, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.

The Americans with Disabilities Act of 1990 allows for the imposition of legitimate safety requirements that are necessary for the safe operation of ADA complementary paratransit service. NCRTD can generally require use of a secured pet travel carrier for any animal that is a health or safety hazard regardless of the kind of training it has received and what function it serves for its owner.

I. Carry-On Packages

Drivers will help passengers take lightweight items off the vehicle and set them on the curb. If additional assistance is required, this assistance may be rendered on a case-by-case basis.

V. Public Involvement

A. Goal

NCRTD is committed to providing on-going mechanisms to involve the public in decisions regarding its services, policies and procedures.

B. Consumer Satisfaction Surveys

Consumer satisfaction survey forms will be mailed one time each year to all certified ADA complementary paratransit service passengers. These surveys will measure customer satisfaction with aspects of NCRTD services including prompt telephone answering, scheduler courtesy, ability to get requested pick-up time, timeliness of pick-ups and drop-offs, response time for return trip, amount of time traveling, courtesy of drivers, level of assistance by drivers, safety of service and general satisfaction with service. The results of these surveys will be compiled and reported to the NCRTD Board of Directors.

C. Public Hearings

Public hearings will be held on an as-needed basis to obtain input from persons with disabilities on such topics as proposed service changes, proposed fare increases, and other similar topics.

D. Focus Groups

Focus groups made up of persons with disabilities and representatives from agencies serving the needs of persons with disabilities will be held on an ad hoc basis to deal with specific service and policy issues that require in-depth discussion.

VI. Public Information Dissemination

A. Goal

NCRTD is committed to providing information about its services, policies and procedures to the public in accessible formats for persons with disabilities.

B. Accessible Formats

NCRTD makes use of an operator-assisted RELAY service so that persons with hearing or speech impairments may, by dialing 711, communicate with and receive information from NCRTD staff.

~~Persons with vision impairments may request braille information through the State library, or request NCRTD provide big font print, or request information via New Mexico School for the Blind reader service.~~

~~VII. Appeal Procedures~~

~~A. Goal~~

~~NCRTD has adopted the following appeal procedures as the mechanism for resolving complaints relative to the ADA complementary paratransit services, policies and procedures.~~

~~The following administrative procedure has been established to insure prompt and equitable resolution of appeals of any person with a disability that has been denied eligibility for ADA complementary paratransit service. The same appeal procedure will be used for appeals filed by persons who have been notified of a pending service termination or suspension.~~

~~B. Appeal Procedure~~

~~An applicant/passenger who wishes to appeal an eligibility determination, service suspension or termination must address an appeal, in writing, to the NCRTD within 60 days of the denial of the application or the notification of suspension of service. The appellant will be entitled to be heard in person and to have necessary support, such as a sign interpreter, or may choose to be represented by another person.~~

~~The appellant will be notified in writing of the NCRTD decision as soon as possible. NCRTD will not provide paratransit service to the individual pending the determination on appeal. If a decision has not been made within 30 days of the completion of the appeals process, NCRTD will provide paratransit service from that time until and unless a decision to deny the appeal is issued.~~

~~VIII~~I. Demand-Response Service

A. Goal

It is the goal of the NCRTD to provide mobility options for those residents of Rio Arriba County/City of Española that don't have a fixed route readily available to them.

B. Service Area

Demand-Response service* is available to Rio Arriba County and City of Española residents that do not have a fixed route available to them or live within a 15 mile radius of the Española Park and Ride Lot located at Paseo de Onate at Calle Espinosa. The communities of Arroyo Seco and La Puebla are included for ADA service only, during peak hours only on the Santa Fe and Chimayo routes. It is the policy of the NCRTD that demand-response service is curb-to-curb. Door-to-door service will be considered on a case-by-case basis.

*(see Demand Response service area map Exhibit B)

C. Reservations for Service

Two types of service will be available: subscription and reservation.

Subscription service will be offered for any trip that occurs every week, originates and terminates at the same scheduled location, at the same hour each day. Requests for subscription service must be made at least one day prior to the first trip, and ~~may be made~~ up to 4 days in advance. The number of subscription service trips accepted shall not exceed 50% of the total trips scheduled by all passengers unless there is non-subscription capacity.

Reservation service shall be available for any trip. Requests for reservation service must be made at least 1day prior ~~to the desired trip time, and may be made~~ up to 4 days in advance on a first come, first served basis. Same-day reservsations are accepted on a space available basis.

Requests for service shall be accepted from 6:00 a.m. to 3:00 p.m. on the day prior to the service day. Reservations for service on Monday or the day after a holiday shall be received on the NCRTD's voice messaging service. Whenever possible a return trip will be scheduled.

Trips shall be scheduled to begin no more than one hour before or after the desired departure time. The trip shall be scheduled so as to arrive at the pick-up location within a 30-minute time frame

D. Fares

The fare for demand-response service is $1.00 one-way for curb to curb service. The fare for approved door to door service is $~~2~~1.00 one-way. Payment for the fare must be in cash and in the exact amount. Payment is due at the time of boarding.

The fair for ADA eligible passengers door to door is $1~~2~~.00 one-way.
No fare will be charged for personal care attendants. However, guests shall pay a fare of $1~~2~~.00. Additional guests will be scheduled on a space available basis. Payment of the fare must be in cash and in the exact amount. Fares shall be paid at the time of boarding.

E. No Trip Purpose Restrictions

Trips for any purpose will be accommodated and will not be prioritized by trip purpose. Passengers may be asked the nature of their trip so as the 'NCRTD can be prepared to provide appropriate safety measures.

F. Hours and Days of Service

The demand-response service shall operate from 6:00 am. to 6:00 p.m. Monday through Friday. No Saturday or Sunday service is provided.

Service is not offered on the following holidays:

New Year's Day
Dr. Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day

G. Inclement Weather

In the unlikely event of service cancellation due to inclement weather, NCRTD personnel shall attempt to contact all scheduled passengers at the telephone numbers listed on the ADA Complementary Paratransit Service Eligibility Application.

H. Lost and Found

Neither NCRTD nor its service contractor will be responsible for items left on vehicles. However, if found, the item(s) will be held for thirty (30) days. If the item is not claimed within thirty (30) days, it may be donated to a local charitable organization.

Passengers attempting to locate lost items should call the NCRTD office. If the passenger's item has been located, every effort will be made to return the item to the passenger on his/her next scheduled trip.

I. Riding Demand-Response Service

Demand-Response passengers shall be ready to go ten (10) minutes before the scheduled pick-up time. NCRTD makes every effort to arrive as close to the scheduled pick-up time as possible. However, NCRTD may arrive up to ten (10) minutes before or twenty (20) minutes after the scheduled pick-up time.

Example: If you schedule a 9:30 a.m. pick-up, the vehicle may arrive between 9:20 a.m. and 9:50 a.m.

This thirty (30) minute window (consisting of ten (10) minutes before to twenty (20) minutes after the scheduled time) is called the "pick-up time period." Drivers, after arriving within the pick-up time period, will wait up to five (5) minutes. Any passenger who is not at his/her scheduled pick-up point and ready to go by that time will be considered a "no show" and the driver will leave to pick up other riders. The driver will not return for a second attempt. The only exception will be passengers who have been detained during a medical appointment.

If a passenger knows that he/she will be detained during a medical appointment, the passenger shall call NCRTD at 1-866 206-0754 as soon as possible. When the passenger is ready, he/she shall call NCRTD and the next available van will be dispatched to pick up the passenger.

Service may not be rendered if the vehicle cannot access the origin or destination location or if the location does not provide safe passage for the vehicle or safe access to the vehicle by the passenger. The driver shall immediately call the dispatcher for further instructions in such case.

Drivers are not permitted to enter a passenger's home under any circumstance.

J. Transportation of Children

The minimum age for a child to travel alone aboard ADA complementary paratransit service vehicles is 10 years of age. Children under the age of 10 must have a guardian of legal age accompany them during transport.

K. "No Shows" and Cancellations

If riders are unable to keep the scheduled appointment time, they should notify NCRTD at least two hours prior to the scheduled pick-up time. Failure to do so may result in the recording of a "no show." A record of all "no shows" will be maintained at the "NCRTD office.

Three (3) "no shows" within a thirty (30) day period (counting from the last incident) for reasons other than those of a necessary or emergency nature, as determined by the NCRTD Transit Operations and Facilities Director, shall result in suspension of service

for a period of thirty (30) days. The passenger will be given an opportunity for a hearing prior to the suspension.

~~IX~~II. Dial-a-Ride Service *(Anticipated Launch Date is February 2015)*

A. Goal

It is the goal of the NCRTD to provide mobility options for those residents of the Pojoaque-Nambe area that do not have a fixed route readily available to them.

B. Service Area

Dial-a-Ride service* is available to the Pojoaque-Nambe area residents that do not have a fixed route available to them. It is the policy of the NCRTD that Dial-a-Ride service is Curb-to-Curb. Door-to-Door service will be considered on a case-by-case basis.

* See Maps Exhibit D–Dial-a-Ride Service Area

C. Reservations for Service

Two types of service will be available: subscription and reservation.

Subscription service will be offered for any trip that occurs every week, originates and terminates at the same scheduled location, at the same hour each day. Requests for subscription service must be made at least one (1) day prior ~~to the first trip,~~ and ~~may be made~~ up to four (4) days in advance. The number of subscription service trips accepted shall not exceed 50% of the total trips scheduled by all passengers unless there is non-subscription capacity.

Reservation service shall be available for any trip. Requests for reservation service may be made at least one (1) day prior ~~to the desired trip time,~~ and ~~may be made~~ up to four (4) days in advance. However, single trip reservations may be made up to one (1) hour in advance on the same day where space is available.

Requests for service shall be accepted from 6:00 a.m. to 5:00 p.m. on the day prior to the service day. Reservations for service on Monday or the day after a holiday shall be received on the NCRTD's voice messaging service. Whenever possible a return trip will be scheduled.

Trips shall be scheduled to begin no more than one (1) hour before or after the desired departure time. The trip shall be scheduled so as to arrive at the pick-up location within a thirty (30)-minute time frame.

D. Fares

There is no fare for Dial-a-Ride service.

E. No Trip Purpose Restrictions

Trips for any purpose will be accommodated and will not be prioritized by trip purpose. Passengers may be asked the nature of their trip so as the NCRTD can be prepared to provide appropriate safety measures.

F. Hours and Days of Service

The Dial-a-Ride service shall operate from 6:00 am. to 6:00 p.m. Monday through Friday. No Saturday or Sunday service is provided.

Service is not offered on the following holidays:

New Year's Day
Dr. Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day

G. Inclement Weather

In the unlikely event of service cancellation due to inclement weather, NCRTD personnel shall attempt to contact all scheduled passengers at the telephone numbers listed on the ADA Complementary Paratransit Service Eligibility Application.

H. Lost and Found

Neither NCRTD nor its service contractor will be responsible for items left on vehicles. However, if found, the item(s) will be held for thirty (30) days. If the item is not claimed within thirty (30) days, it may be donated to a local charitable organization.

Passengers attempting to locate lost items should call the NCRTD office. If the passenger's item has been located, every effort will be made to return the item to the passenger on his/her next scheduled trip.

I. Riding Dial-a-Ride Service

Dial-a-Ride passengers shall be ready to go ten (10) minutes before the scheduled pick-up time. NCRTD makes every effort to arrive as close to the scheduled pick-up time as possible. However, NCRTD may arrive up to ten (10) minutes before or twenty (20) minutes after the scheduled pick-up time.

Example: If you schedule a 9:30 a.m. pick-up, the vehicle may arrive between 9:20 a.m. and 9:50 a.m.

This thirty (30) minute window (of ten (10) minutes before to twenty (20) minutes after the scheduled time) is called the "pick-up time period." Drivers, after arriving within the pick-up time period, will wait up to five (5) minutes. Any passenger who is not at his/her scheduled pick-up point and ready to go by that time will be considered a "no show" and the driver will leave to pick up other riders. The driver will not return for a second attempt. The only exception will be passengers who have been detained during a medical appointment.

If a passenger knows that he/she will be detained during a medical appointment, the passenger shall call NCRTD at 1 866 206 0754 as soon as possible. When the passenger is ready, he/she shall call NCRTD and the next available van will be dispatched to pick up the passenger.

Service may not be rendered if the vehicle cannot access the origin or destination location or if the location does not provide safe passage for the vehicle or safe access to the vehicle by the passenger. The driver shall immediately call the dispatcher for further instructions in such case.

Drivers are not permitted to enter a passenger's home under any circumstance.

J. Transportation of Children

The minimum age for a child to travel alone aboard ADA complementary paratransit service vehicles is 10 years of age. Children under the age of 10 must have a guardian of legal age accompany them during transport.

K. "No Shows" and Cancellations

If riders are unable to keep the scheduled appointment time, they should notify NCRTD at least two hours prior to the scheduled pick-up time. Failure to do so may result in the recording of a "no show." A record of all "no shows" will be maintained at the NCRTD office.

Three (3) "no shows" within a thirty (30) day period (counting from the last incident) for reasons other than those of a necessary or emergency nature, as determined by the NCRTD Transit Operations and Facilities Director, shall result in suspension of service for a period of thirty (30) days. The passenger will be given an opportunity for a hearing prior to the suspension.

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: November 7, 2014

Agenda Item – G

Title:
Continued discussion and direction regarding Jicarilla Apache Nation service request

Prepared By:
Stacey McGuire, Projects and Grants Specialist

Summary:
At the October 2014 Board meeting, Rio Arriba County Manager Tomas Campos submitted a request for transit service to Jicarilla Apache Nation and the area near Dulce. Currently, the closest NCRTD transit route is the Chama route, which operates 3 days per week and provides transit between Chama and Española, New Mexico. In early 2015, the NCRTD plans to begin implementing its five year service plan update, in which the Chama route is going to expand to service 5 days per week, with improved timing and connectivity. The transit service requested would most likely be an extension of the current Chama route, with Dulce located approximately 27 miles west of Chama on US-64. This being said, Staff would need to further assess how and if this extension of the Chama route is feasible operationally, as well as look at how to fund the additional service. The FY15 budget does not address how this particular request could be funded. Furthermore, the NCRTD five year service plan does not include service in this area as a recommendation.

Background:
Based on Board direction provided at the October 2014 meeting, an initial needs assessment has been performed. Staff has traveled to Dulce to meet with Jicarilla Apache Nation Tribal Councilor Leon Reval and discuss the possibilities of transit service.

Assessment:

According to census.gov, Jicarilla Apache Nation is estimated to maintain a population of around 2700 people, with the majority located in or near Dulce, NM. Expanding the North Central Regional Transit District's service to include Jicarilla Apache Nation will create another transportation option for local residents which will improve access to essential services and employment, as well as access to Tierra Amarilla, the County seat.

The service requested may take into consideration multiple locations that the NCRTD could potentially serve. Dulce seems to be the most likely location for potential stops, with additional stop options along the routing (between Dulce and Chama) to serve the regional community. Possible bus stop locations in the area of Dulce include Jicarilla Apache Tribal Offices, a supermarket, a park, or area lodging.

Recommended Action:

At this time, Staff recommends that efforts continue to locate and identify resources to fund this expansion request, such as TTP funds, 5311, etc. Also, Staff recommends continued discussions with Jicarilla Apache Nation and Dulce area residents and stakeholders to better understand when and where the service would be most beneficial and most utilized.

Options/Alternatives:

- Take no action, (not recommended); or
- Direct Staff to continue efforts to identify funding sources as well as continue conversations with Jicarilla Apache Nation and area stakeholders, (recommended); or
- Disregard the District's recently approved five year service plan update and direct Staff to return to Board with a revised FY15 budget to include funding for this service request, and implement service as soon as possible (not recommended).

Fiscal Impact:

The expansion cost was not factored in to the FY15 budget. Staff is recommending continuing to search out potential opportunities to identify funding sources as well as continue conversations with Jicarilla Apache Nation and area residents and stakeholders to determine how to best provide the service if directed to do so by the Board. If indeed there is a funding source realized, Staff would bring back to the Board a follow-up Agenda Item requesting direction.

Attachments:

none

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: November 7, 2014

Agenda Item – H

Title:
Resolution 2014-20 Authorizing the submittal of an application for Federal §5310 funding in Federal fiscal year 2016

Prepared By:
Stacey McGuire, Projects and Grants Specialist

Summary:
Approval for NCRTD Staff to submit to NMDOT an application for Federal §5310 grant program for Federal fiscal year 2016.

Background:
The NCRTD files for Federal grants that pass through NMDOT each year. The §5310 grant supplies funding for capital purchases as it relates to transportation for elderly and disabled riders. This year, NMDOT is requiring a Board Resolution acknowledging that the local agency is willing to provide the local match required.

The FFY16 §5310 application was due to NMDOT on September 5, 2014, and must be filed in order to receive Federal fiscal year 2016 §5310 funds. In speaking with NMDOT recently, it was determined that the NCRTD is eligible to apply for §5310 funds for FY2016. The NCRTD is requesting $261,000 in capital funds, specifically to purchase demand response vehicles. The Federal share is $208,800, and the NCRTD share is $52,200.

Recommended Action:
It is recommended that the Board approve Resolution No. 2014-20 which authorizes Staff to submit a FFY16 §5310 application with NMDOT with the understanding that, upon award, the NCRTD is responsible for the local share, which is 20% for capital funds.

Options/Alternatives:
Not applying for Federal funding in Federal fiscal year 2016 through NMDOT would impact the District's ability to generate funding for capital replacement by approximately $261,000.

Fiscal Impact:
The grant funds are necessary to the NCRTD's annual budget to sustain capital replacement needs. Since the matching funds were not included in the District's FY 2015 budget, a budget amendment will be needed. The District has sufficient funds in its capital replacement reserve to meet the match requirements.

Attachments:
- Resolution No. 2014-20

North Central Regional Transit District (NCRTD)

Resolution 2014-20

A RESOLUTION AUTHORIZING THE SUBMITTAL OF A LETTER OF INTENT FOR §5310 FEDERAL FUNDING FOR FEDERAL FISCAL YEAR 2016

WHEREAS, the NCRTD was created through legislative enactment (NMSA 1978, Section 73-25-1 et seq.); and

WHEREAS, the NCRTD is a sub-division of the State of New Mexico; and

WHEREAS, the NCRTD was approved and certified by the New Mexico Department of Transportation on the 14th day of September 2004;

WHEREAS, the NCRTD wishes to submit a funding request application to NMDOT for §5310 grant funding for the 2016 Federal fiscal year; and

WHEREAS, the funding may be used for capital funding assistance for elderly and disabled public transportation (§5310); and

WHEREAS, the application is due to the New Mexico Department of Transportation by September 5, 2014;

NOW, THEREFORE, BE IT RESOLVED by the NCRTD Board that the District will be filing an application for §5310 Federal funding for the total amount of $261,000 with the local share to be provided by the NCRTD in the amount of $52,200 (Federal share is $208,800).

PASSED, APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 7th DAY OF NOVEMBER, 2014.

_____

Daniel Barrone, Chairman

Approved as to form:

_____

Peter Dwyer, Counsel

North Central Regional Transit District
Financial Summary
As of October 30, 2014

Summary:
The North Central Regional Transit District (NCRTD) is currently reporting nearly 4 month of financial activity. The standard for expenses that should be spent for the 4 month's period is 33% of the budget.

The month of October does not reflect all expenses because the Finance Department will continue to process invoices that continue to float in from the end of the month and the District is continuing to also process revenue income as reported. The GRT revenues are reported for the month of activity it has occurred. The State of New Mexico Taxation and Revenue reports this revenue for distribution 2-3 months after the actual receipt. Therefore we report activity in the month it has occurred following GASB (Governmental Accounting Standards Board) and NCRTD utilizes accrual basis of accounting. We began to see the GRT revenue for August now in October 2014. Most expenditures related to non-RTD GRT shared expense is not posted and will be posted starting the first week of October. We will continue to post as income and expenses generated from both State and Federal funding as the activity occurs.

All budget figures in the revenue and expense charts and tables have been divided using a straight-line method to allocate monthly budget figures. NCRTD reports financials following GAAFR (Governmental Accounting, Auditing, and Financial Reporting). A comparative analysis in revenue and expenses is presented to compare the previous year operating results.

Financial Highlights

Revenue:
As of October 30, 2014 total revenue of $2,323,379 has been received which is 23.8% of budgeted revenues. Within the revenue amount GRT is reported at $1,227,122 according to GRT report on the New Mexico Taxation and Revenue Department website has reported activity for August now in October 2014. All revenues are posted in GASB and utilizes accrual basis of accounting. NCRTD posts revenue on the date the activity occurred.

Other revenues include $400,000 from Los Alamos County, and miscellaneous revenue of $29,131.

Expenditures:
For the month ending October 30, 2014, NCRTD recognized expenditures totaling $1,603,554 which is 16.4% of total budgeted expenditures. We are in the process of posting continued expenses in which have occurred prior to the end of the month of October 2014. We also anticipate continued expenses to be generated till the end of the month as they occur.
Of the $1,603,554 spent by NCRTD, $242,187 was in Administration, $1,289,395 in Operations and $71,962 in Capital Outlay.
Administration has spent 19.6% of their budget, Operations has spent 17.5% and 6% in Capital Outlay.

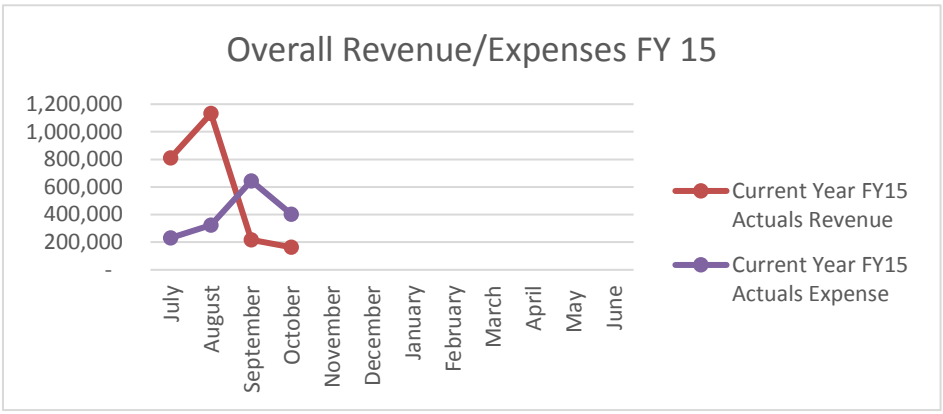
Other Matters:
The NCRTD Finance Department is gearing up in preparation of the external audit review for its financials for FY2014. Field work was conducted October 20-22, 2014. In anticipation of receiving a draft report from the auditors, Hinkle and Landers, LLC now in November of 2014 for the audit exit interview in which will be conducted by the NCRTD staff and sub-finance committee.

MONTHLY BOARD REPORT

FY2014 (July 1, 2014 to June 30, 2015)

NCRTD Revenue and Expenses vs. Budget

As of October 30, 2014



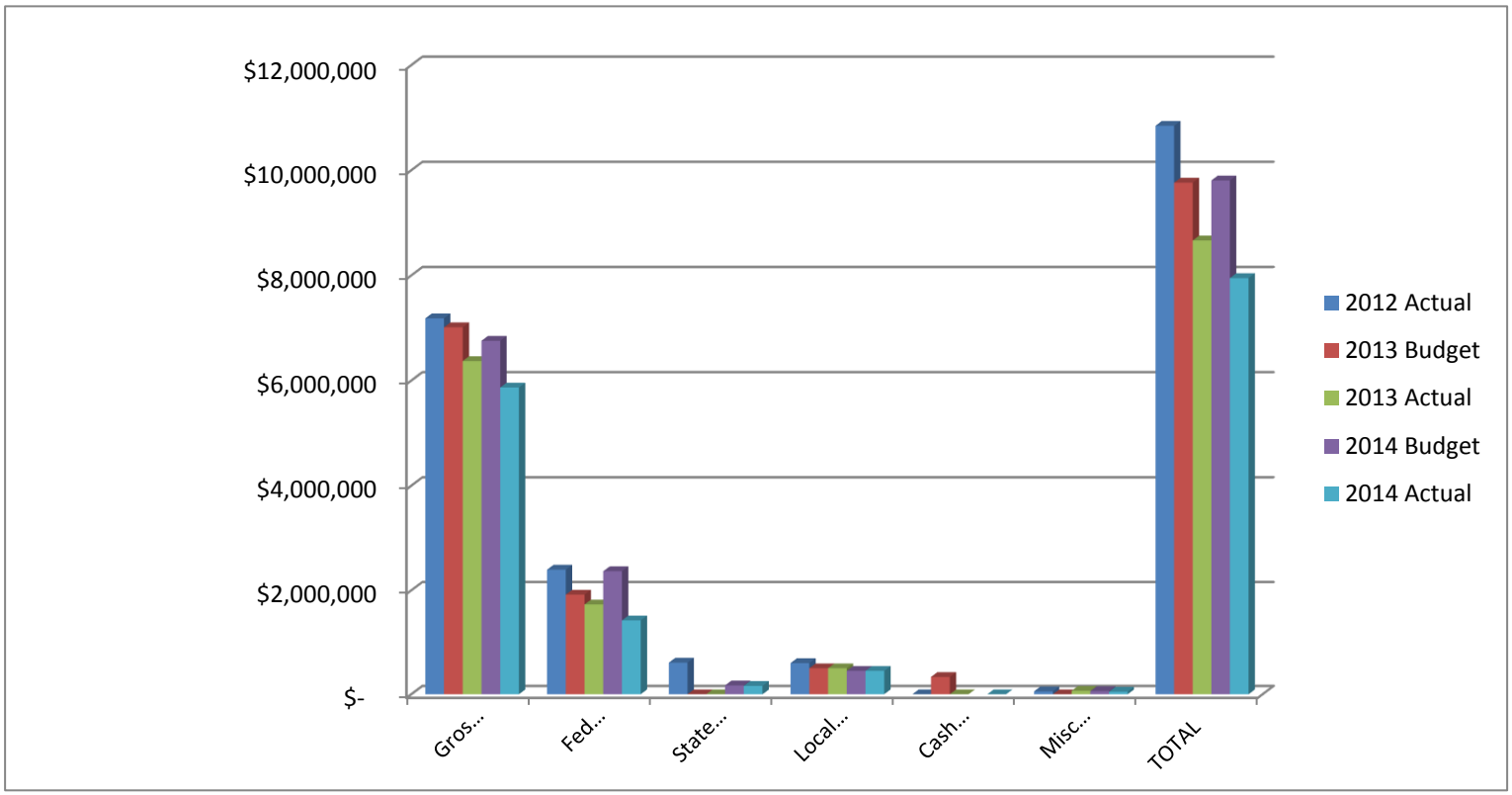
	Expenses		Revenue	
	Budget Revenue FY15	Current Year FY15 Actuals Revenue	Budget Expenses FY15	Current Year FY15 Actuals Expense
July	813,327	810,793	813,327	231,107
August	813,327	1,131,842	813,327	324,579
September	813,327	217,371	813,327	644,791
October	813,327	163,373	813,327	403,066
November	813,327		813,327	
December	813,327		813,327	
January	813,327		813,327	
February	813,327		813,327	
March	813,327		813,327	
April	813,327		813,327	
May	813,327		813,327	
June	813,327		813,327	
Totals	$ 9,759,926	$ 2,323,379	$ 9,759,926	$ 1,603,544

MONTHLY BOARD REPORT

FY2014 (July 1, 2014 to June 30, 2015)

NCRTD Revenue by Sources

As of October 30, 2014



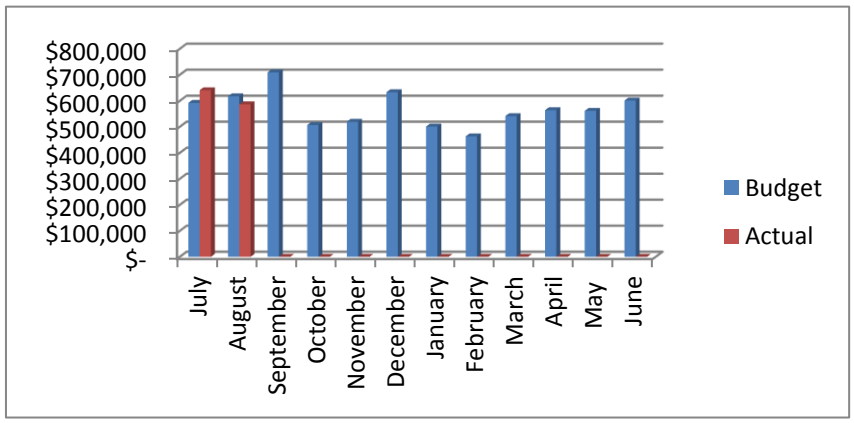
	2012 Actual	2013 Budget	2013 Actual	2014 Budget	2014 Actual	2015 Budget	2015 Actual	% of Actual vs budget
Gross Receipt	$ 7,183,334	$ 7,013,800	$ 6,371,538	$ 6,757,529	$ 5,868,004	$ 6,809,100	$ 1,227,122	18.0%
Fed Grant	$ 2,397,970	$ 1,917,879	$ 1,727,932	$ 2,368,429	$ 1,421,779	$ 2,080,390	$ 667,127	32.1%
State Capital/Outlay	$ 608,987	$ -	$ -	$ 170,000	$ 161,000	$ 175,000		0.0%
Local Match	$ 600,000	$ 500,000	$ 500,000	$ 450,000	$ 450,000	$ 400,000	$ 400,000	100.0%
Cash Bal Budgeted	$ -	$ 333,000	$ -		$ -	$ 245,436		0.0%
Misc Rev	$ 56,140	$ -	$ 65,710	$ 60,500	$ 49,026	$ 50,000	$ 29,131	58.3%
TOTAL	$ 10,846,431	$ 9,764,679	$ 8,665,181	$ 9,806,458	$ 7,949,809	$ 9,759,926	$ 2,323,379	23.8%

Budget to Actual FY2014
($ thousands)

MONTHLY BOARD REPORT

FY2015 (July 1, 2014 to June 30, 2015)

Gross Receipts Revenue Thru June 30, 2015



Budget to Actual FY2015
($ thousands)

	Budget	Actual	Actual Revenue % of Monthly Budget
July	$ 591,976	$ 640,624	108%
August	$ 617,236	$ 586,498	95%
September	$ 709,422	$ -	0%
October	$ 506,654	$ -	0%
November	$ 519,289	$ -	0%
December	$ 632,997	$ -	0%
January	$ 501,004	$ -	0%
February	$ 463,312	$ -	0%
March	$ 541,081	$ -	0%
April	$ 563,817	$ -	0%
May	$ 561,352	$ -	0%
June	$ 600,962	$ -	0%
	$ 6,809,100	**$ 1,227,122**	**18%**

Prior Year vs. Current Year
($ thousands)

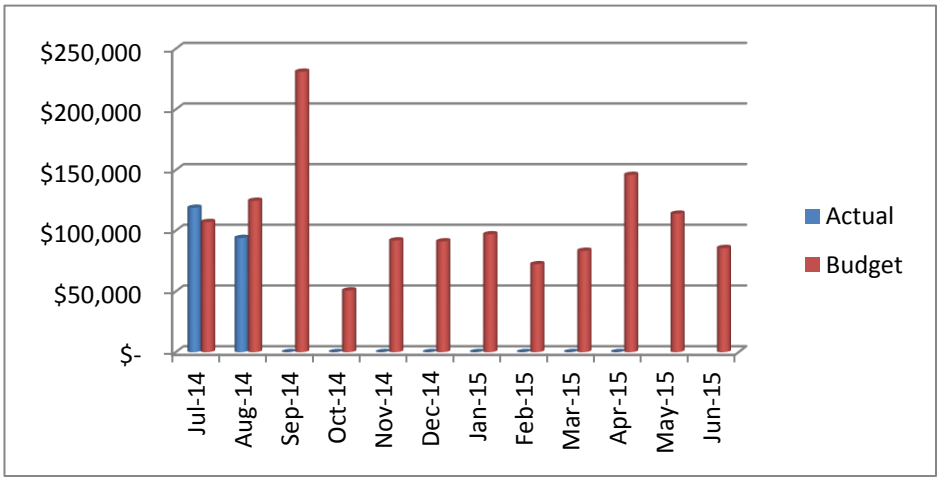
	Prior Year FY2014	Current Year FY2015	Inc/Dec from Prior Year to Current Year
July	$ 631,877	$ 640,624	$ 8,747
August	$ 628,640	$ 586,498	$ (42,142)
September	$ 716,096	$ -	$ (716,096)
October	$ 513,320	$ -	$ (513,320)
November	$ 518,926	$ -	$ (518,926)
December	$ 606,606	$ -	$ (606,606)
January	$ 528,397	$ -	$ (528,397)
February	$ 498,296	$ -	$ (498,296)
March	$ 569,093	$ -	$ (569,093)
April	$ 656,754	$ -	$ (656,754)
May	$ 503,533	$ -	$ (503,533)
June	$ -	$ -	$ -
	$ 6,371,538	**$ 1,227,122**	**$ (5,144,417)**

MONTHLY BOARD REPORT

FY2015 (July 1, 2014 to June 30, 2015)

Gross Receipts Revenue By County

LOS ALAMOS COUNTY



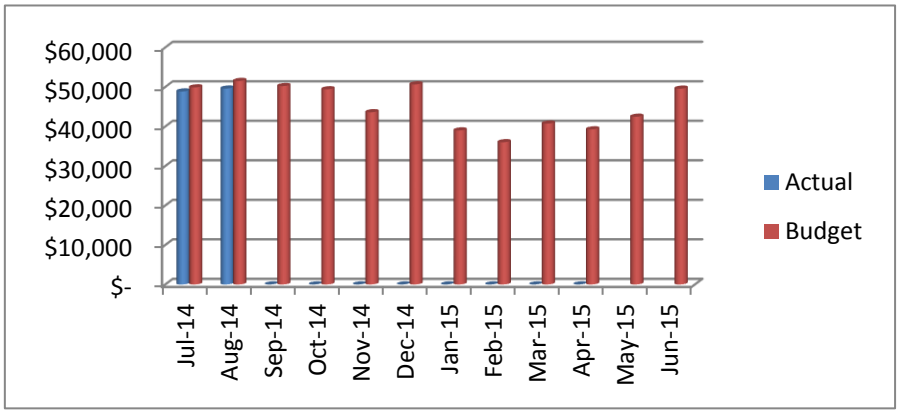
Date Received		Actual		Budget	of Monthly Budget	
Jul-14	$	118,858	$	107,130	111%	8.27%
Aug-14	$	94,019	$	124,617	75%	9.62%
Sep-14	$	-	$	231,099	0%	17.84%
Oct-14	$	-	$	50,780	0%	3.92%
Nov-14	$	-	$	91,973	0%	7.10%
Dec-14	$	-	$	91,196	0%	7.04%
Jan-15	$	-	$	97,025	0%	7.49%
Feb-15	$	-	$	72,413	0%	5.59%
Mar-15	$	-	$	83,424	0%	6.44%
Apr-15	$	-	$	145,992	0%	11.27%
May-15			$	113,995	0%	8.80%
Jun-15			$	85,755	0%	6.62%
YTD Total	$	212,877	$	1,295,400	16%	100.00%

MONTHLY BOARD REPORT

FY2015 (July 1, 2014 to June 30, 2015)

Gross Receipts Revenue By County

RIO ARRIBA COUNTY



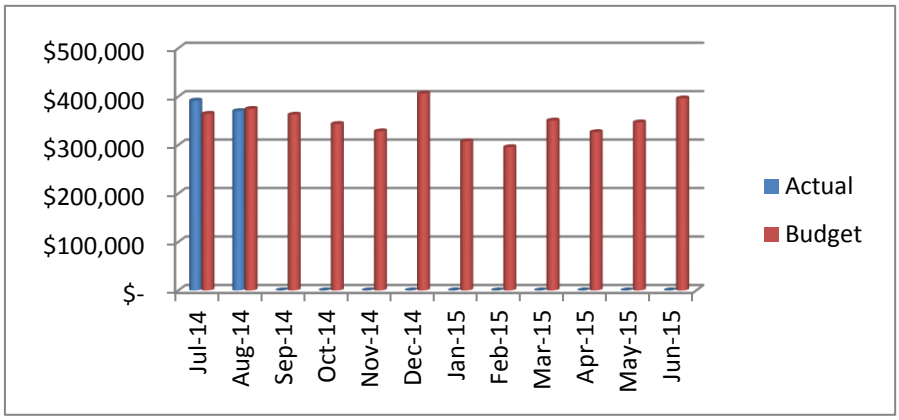
Date Received		Actual		Budget	Actual Revenue % of Monthly Budget
Jul-14	$	48,852	$	49,882	98%
Aug-14	$	49,585	$	51,509	96%
Sep-14	$	-	$	50,208	0%
Oct-14	$	-	$	49,394	0%
Nov-14	$	-	$	43,593	0%
Dec-14	$	-	$	50,641	0%
Jan-15	$	-	$	38,984	0%
Feb-15	$	-	$	36,002	0%
Mar-15	$	-	$	40,719	0%
Apr-15	$	-	$	39,255	0%
May-15			$	42,454	0%
Jun-15			$	49,557	0%
YTD Total	$	98,437	$	542,200	18%

MONTHLY BOARD REPORT

FY2015 (July 1, 2014 to June 30, 2015)

Gross Receipts Revenue By County

SANTA FE COUNTY



Date Received		Actual		Budget	Actual Revenue % of Monthly Budget
Jul-14	$	391,422	$	364,140	107%
Aug-14	$	369,825	$	374,220	99%
Sep-14	$	-	$	362,460	0%
Oct-14	$	-	$	343,140	0%
Nov-14	$	-	$	328,020	0%
Dec-14	$	-	$	406,140	0%
Jan-15	$	-	$	307,440	0%
Feb-15	$	-	$	295,260	0%
Mar-15	$	-	$	350,280	0%
Apr-15	$	-	$	326,340	0%
May-15	$	-	$	346,500	0%
Jun-15	$	-	$	396,060	0%
YTD Total	$	761,247	$	4,200,000	18%

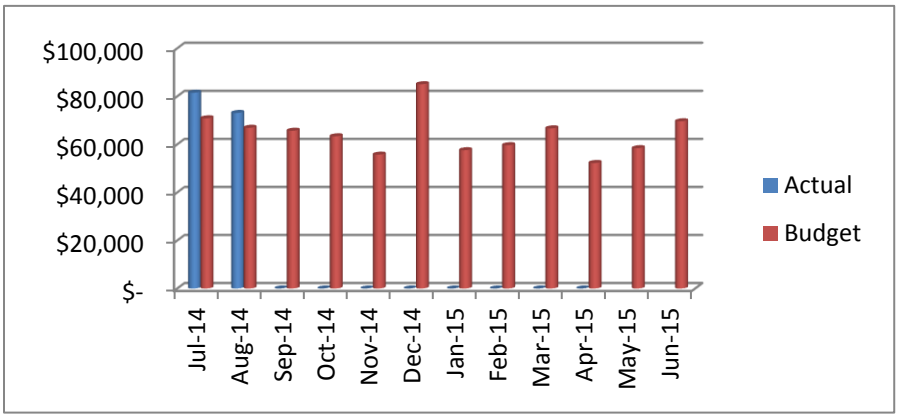
** Note one-half of the SF County GRT is allocated to Rio Metro

MONTHLY BOARD REPORT

FY2015 (July 1, 2014 to June 30, 2015)

Gross Receipts Revenue By County

TAOS COUNTY

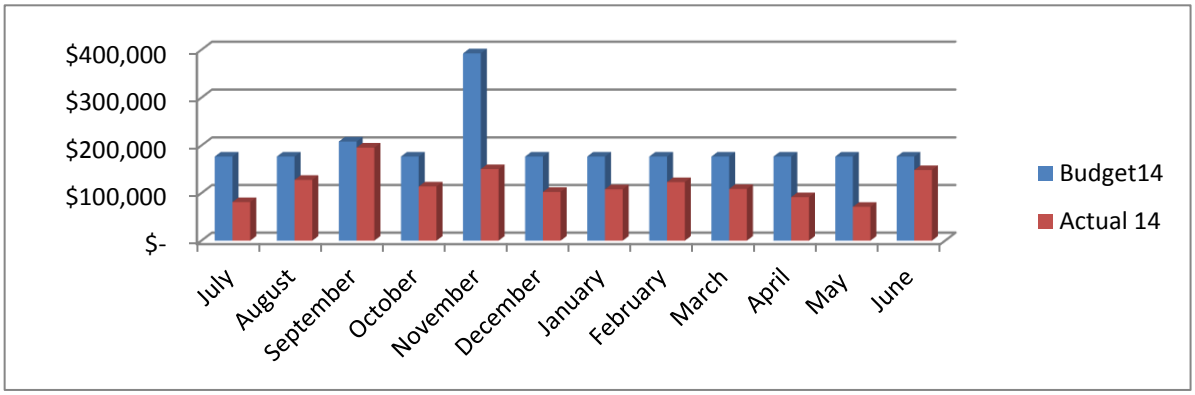


Date Received		Actual		Budget	of Monthly Budget
Jul-14	$	81,492	$	70,824	115%
Aug-14	$	73,069	$	66,889	109%
Sep-14	$	-	$	65,655	0%
Oct-14	$	-	$	63,340	0%
Nov-14	$	-	$	55,702	0%
Dec-14	$	-	$	85,019	0%
Jan-15	$	-	$	57,554	0%
Feb-15	$	-	$	59,637	0%
Mar-15	$	-	$	66,658	0%
Apr-15	$	-	$	52,231	0%
May-15			$	58,403	0%
Jun-15			$	69,589	0%
YTD Total	$	154,561	$	771,500	20%

MONTHLY BOARD REPORT

FY2015 (July 1, 2014 to June 30, 2015)

Grant Revenue



Budget to Actual FY2015
($ thousands)

	Budget14	Actual 14	Budget FY15	Actual FY15	Actual Revenue % of Monthly Budget
July	$ 176,767	$ 81,096	$ 173,366	$ 170,169	98%
August	$ 176,767	$ 127,744	$ 173,366	$ 145,344	84%
September	$ 208,261	$ 195,614	$ 173,366	$ 217,371	125%
October	$ 176,767	$ 113,855	$ 173,366	$ 134,242	77%
November	$ 392,503	$ 150,353	$ 173,366		0%
December	$ 176,767	$ 102,402	$ 173,366		0%
January	$ 176,767	$ 107,988	$ 173,366		0%
February	$ 176,767	$ 123,056	$ 173,366		0%
March	$ 176,767	$ 108,684	$ 173,366		0%
April	$ 176,767	$ 91,455	$ 173,366		0%
May	$ 176,767	$ 71,069	$ 173,366		0%
June	$ 176,767	$ 148,465	$ 173,366		0%
	$ 2,368,429	**$ 1,421,779**	**$ 2,080,390**	**$ 667,127**	60%

Prior Year vs. Current Year
($ thousands)

	Actual FY2013	Actual FY2014	Actual FY2015	Inc/Dec from Prior Year to Current Year
July	$ 12,892	$ 81,096	$ 170,169	$ 68,204
August	$ 156,324	$ 127,744	$ 145,344	$ (28,581)
September	$ 20,023	$ 195,614	$ 217,371	$ 175,590
October	$ 98,589	$ 113,855	$ 134,242	$ 15,266
November	$ 84,275	$ 150,353	$ -	$ 66,078
December	$ 130,478	$ 102,402	$ -	$ (28,076)
January	$ 126,499	$ 107,988	$ -	$ (18,511)
February	$ 214,632	$ 123,056	$ -	$ (91,576)
March	$ 275,465	$ 108,684	$ -	$ (166,781)
April	$ 248,497	$ 91,455	$ -	$ (157,043)
May	$ 237,820	$ 71,069	$ -	$ (166,751)
June	$ 254,362	$ 148,465	$ -	$ (105,897)
	$ 1,859,857	**$ 1,421,779**	**$ 667,127**	

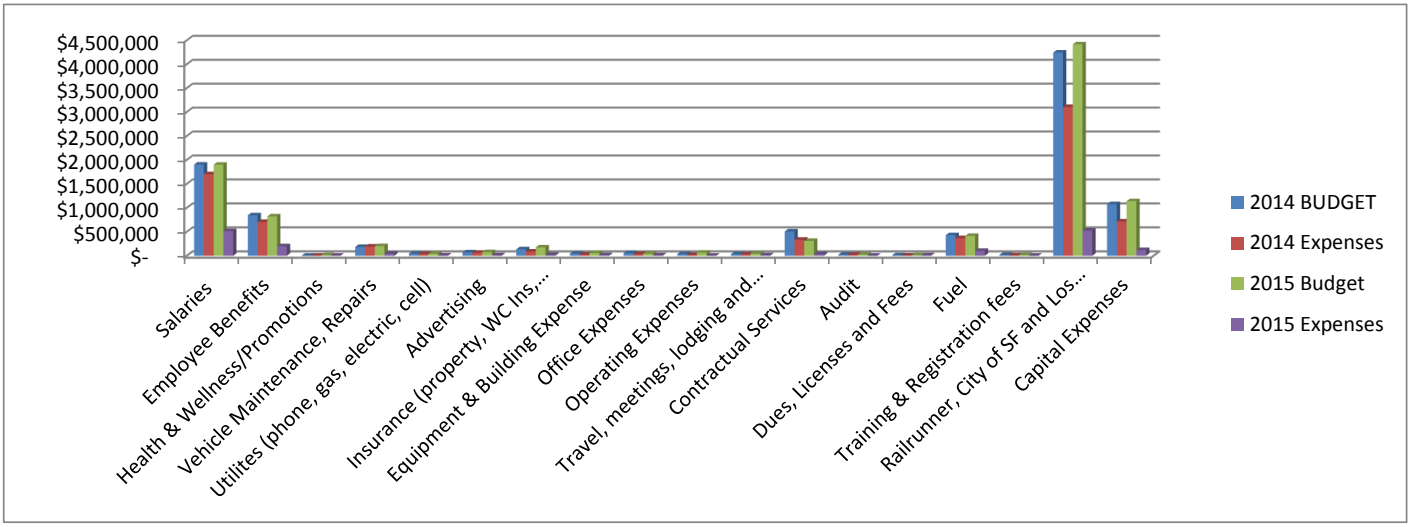
MONTHLY BOARD REPORT

FY2015 (July 1, 2014 to June 30, 2015)

NCRTD Expenses by Type

As of October 30, 2014

Year to Date Budget Variance 33%



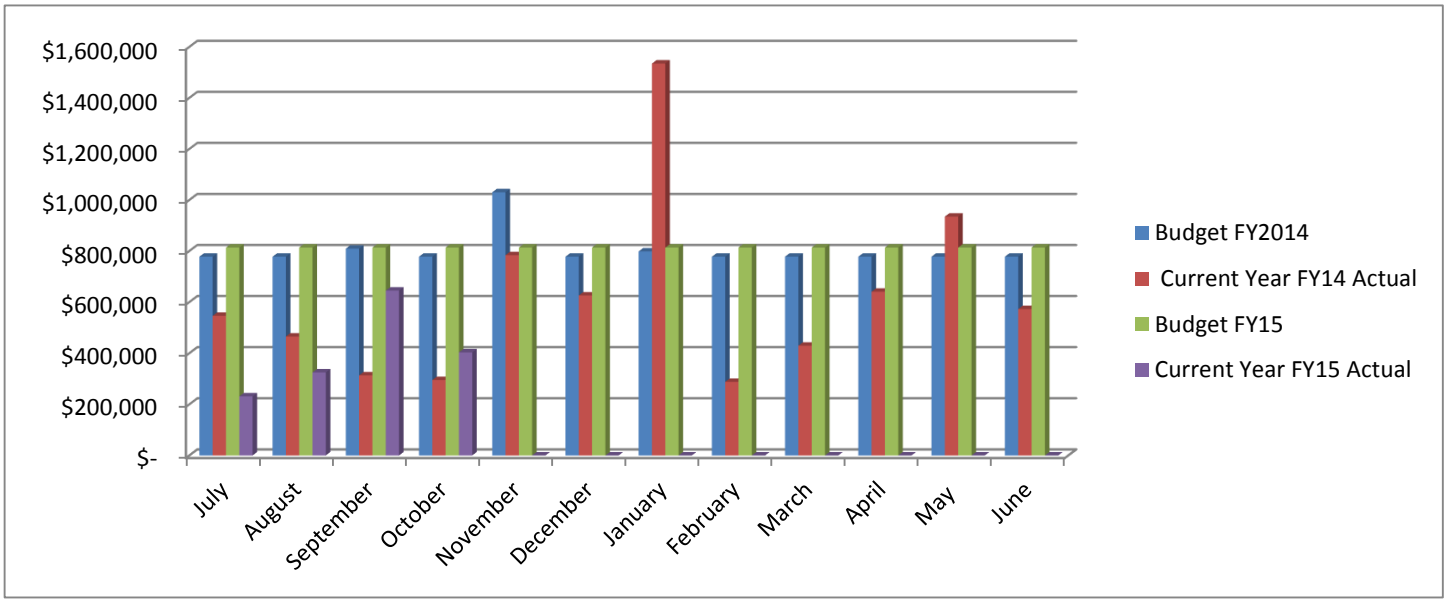
Comparative Expenses by Type

		2014 BUDGET	2014 Expenses	2015 Budget	2015 Expenses	YTD Budget Variance 33%
		$	$			
1	Salaries	$ 1,902,117	$ 1,701,197	$ 1,899,860	$ 513,040	27.0%
2	Employee Benefits	$ 843,665	$ 705,752	$ 821,427	$ 198,595	24.2%
3	Health & Wellness/Promotions	$ -	$ -	$ 12,000	$ 89	0.7%
4	Vehicle Maintenance, Repairs	$ 184,920	$ 192,710	$ 200,200	$ 42,298	21.1%
5	Utilites (phone, gas, electric, cell)	$ 44,298	$ 38,486	$ 41,426	$ 4,978	12.0%
6	Advertising	$ 70,440	$ 61,620	$ 73,970	$ 9,220	12.5%
7	Insurance (property, WC Ins, gen liab, vehicle, ci	$ 135,000	$ 87,589	$ 174,281	$ 15,649	9.0%
8	Equipment & Building Expense	$ 46,036	$ 23,003	$ 56,700	$ 11,404	20.1%
9	Office Expenses	$ 56,470	$ 36,948	$ 43,041	$ 9,665	22.5%
10	Operating Expenses	$ 35,700	$ 15,024	$ 65,030	$ 1,675	2.6%
11	Travel, meetings, lodging and per diem	$ 34,712	$ 28,914	$ 44,088	$ 9,629	21.8%
12	Contractual Services	$ 506,233	$ 333,948	$ 310,146	$ 33,545	10.8%
13	Audit	$ 23,433	$ 23,219	$ 25,000	$ -	0.0%
14	Dues, Licenses and Fees	$ 9,486	$ 5,826	$ 10,666	$ 8,522	79.9%
15	Fuel	$ 430,000	$ 367,694	$ 415,000	$ 101,440	24.4%
16	Training & Registration fees	$ 18,513	$ 8,825	$ 13,624	$ -	0.0%
17	Railrunner, City of SF and Los Alamos	$ 4,242,874	$ 3,104,765	$ 4,415,094	$ 523,868	11.9%
18	Capital Expenses	$ 1,075,994	$ 715,120	$ 1,138,373	$ 119,937	10.5%
	TOTAL	$ 9,659,891	$ 7,450,641	$ 9,759,926	$ 1,603,554	16.4%

MONTHLY BOARD REPORT

FY2014 (July 1, 2013 to June 30, 2014)

NCRTD BUDGET EXPENDITURES OVERALL



Budget to Actual FY2015
Expenses ($ thousands)

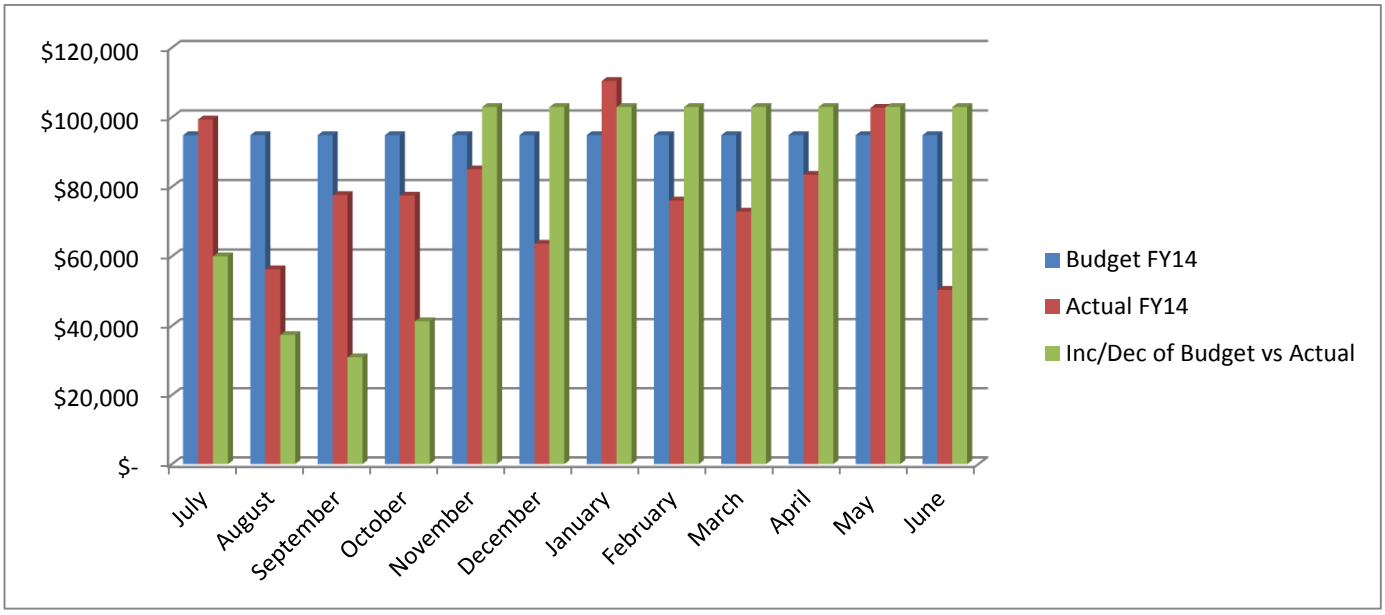
	Prior Year FY13 Actual	Budget FY2014	Current Year FY14 Actual	Budget FY15	Current Year FY15 Actual	Inc/Dec of Budget vs Actual	
July	$ 311,578	$ 777,664	$ 546,007	$ 813,327.17	$ 231,107	$ 582,220	
August	$ 250,791	$ 777,664	$ 464,828	$ 813,327.17	$ 324,579	$ 488,748	
September	$ 683,194	$ 809,158	$ 313,124	$ 813,327.17	$ 644,791	$ 168,536	
October	$ 326,905	$ 777,664	$ 294,912	$ 813,327.17	$ 403,066	$ 410,261	
November	$ 936,614	$ 1,030,164	$ 783,580	$ 813,327.17	$ -	$ 813,327	
December	$ 414,507	$ 777,664	$ 625,552	$ 813,327.17	$ -	$ 813,327	
January	$ 381,446	$ 798,164	$ 1,534,559	$ 813,327.17	$ -	$ 813,327	
February	$ 446,430	$ 777,664	$ 287,772	$ 813,327.17	$ -	$ 813,327	
March	$ 528,488	$ 777,664	$ 429,154	$ 813,327.17	$ -	$ 813,327	
April	$ 859,345	$ 777,664	$ 640,596	$ 813,327.17	$ -	$ 813,327	
May	$ 1,534,149	$ 777,664	$ 934,795	$ 813,327.17	$ -	$ 813,327	
June	$ 292,818	$ 777,664	$ 572,544	$ 813,327.17	$ -	$ 813,327	
	$ 6,966,265	**$ 9,636,458**	**$ 7,427,422**	**$ 9,759,926**	**$ 1,603,544**	$ 8,156,382	**16.43%**

MONTHLY BOARD REPORT

FY2014 (July 1, 2014 to June 30, 2015)

Administration Expense Summary

Year to Date Budget Variance 33%



Budget to Actual FY2014/FY2015 Comparative
($ thousands)

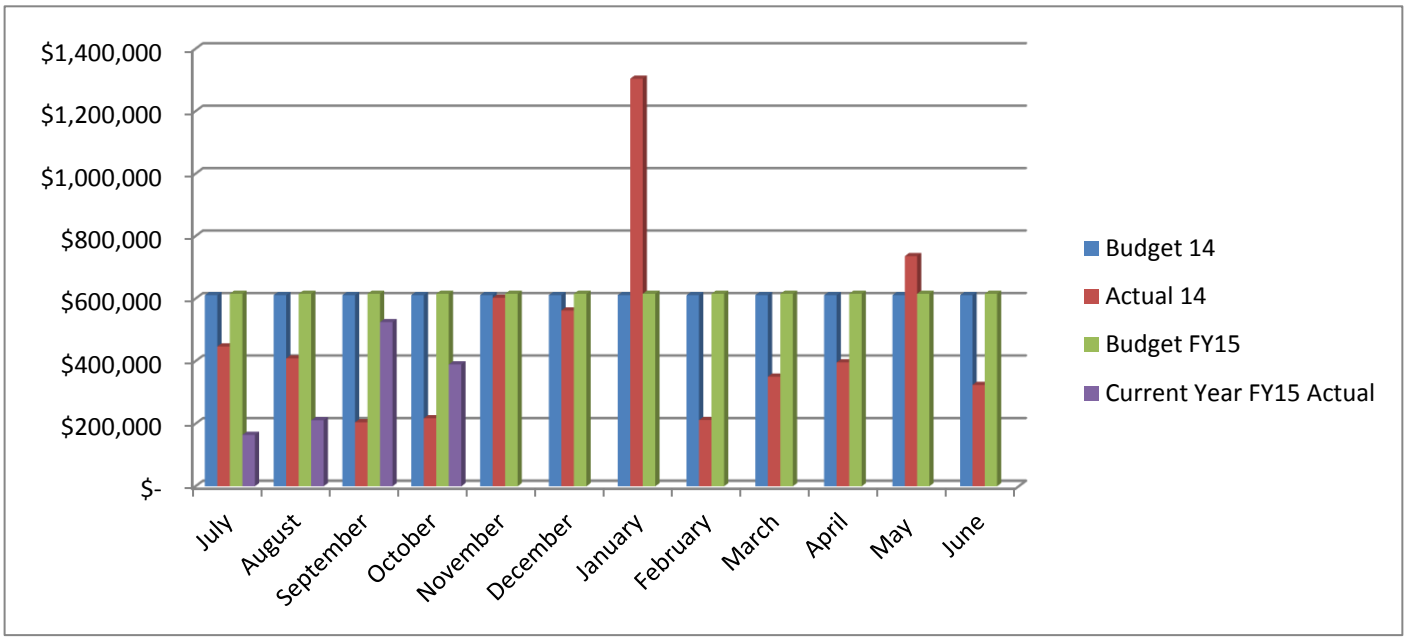
	Budget FY14	Actual FY14	Budget FY15	Actual FY15	Inc/Dec of Budget vs Actual	YTD Budget Variance 33%
July	$ 94,856	$ 99,342	$ 102,935	$ 42,939	$ 59,996	**41.7%**
August	$ 94,856	$ 56,248	$ 102,935	$ 65,576	$ 37,359	**63.7%**
September	$ 94,856	$ 77,618	$ 102,935	$ 72,053	$ 30,882	**70.0%**
October	$ 94,856	$ 77,447	$ 102,935	$ 61,618	$ 41,317	**59.9%**
November	$ 94,856	$ 84,993	$ 102,935		$ 102,935	**0.0%**
December	$ 94,856	$ 63,622	$ 102,935		$ 102,935	**0.0%**
January	$ 94,856	$ 110,423	$ 102,935		$ 102,935	**0.0%**
February	$ 94,856	$ 76,028	$ 102,935		$ 102,935	**0.0%**
March	$ 94,856	$ 72,862	$ 102,935		$ 102,935	**0.0%**
April	$ 94,856	$ 83,438	$ 102,935		$ 102,935	**0.0%**
May	$ 94,856	$ 102,701	$ 102,935		$ 102,935	**0.0%**
June	$ 94,856	$ 50,357	$ 102,935		$ 102,935	**0.0%**
	$ 1,138,276	**$ 955,079**	**$ 1,235,221**	**$ 242,187**	**$ 993,034**	**19.6%**

MONTHLY BOARD REPORT

FY2014 (July 1, 2014 to June 30, 2015)

Operating Expense Summary

Year to Date Budget Variance 33%



Budget to Actual FY2014/FY2015 Comparative
($ thousands)

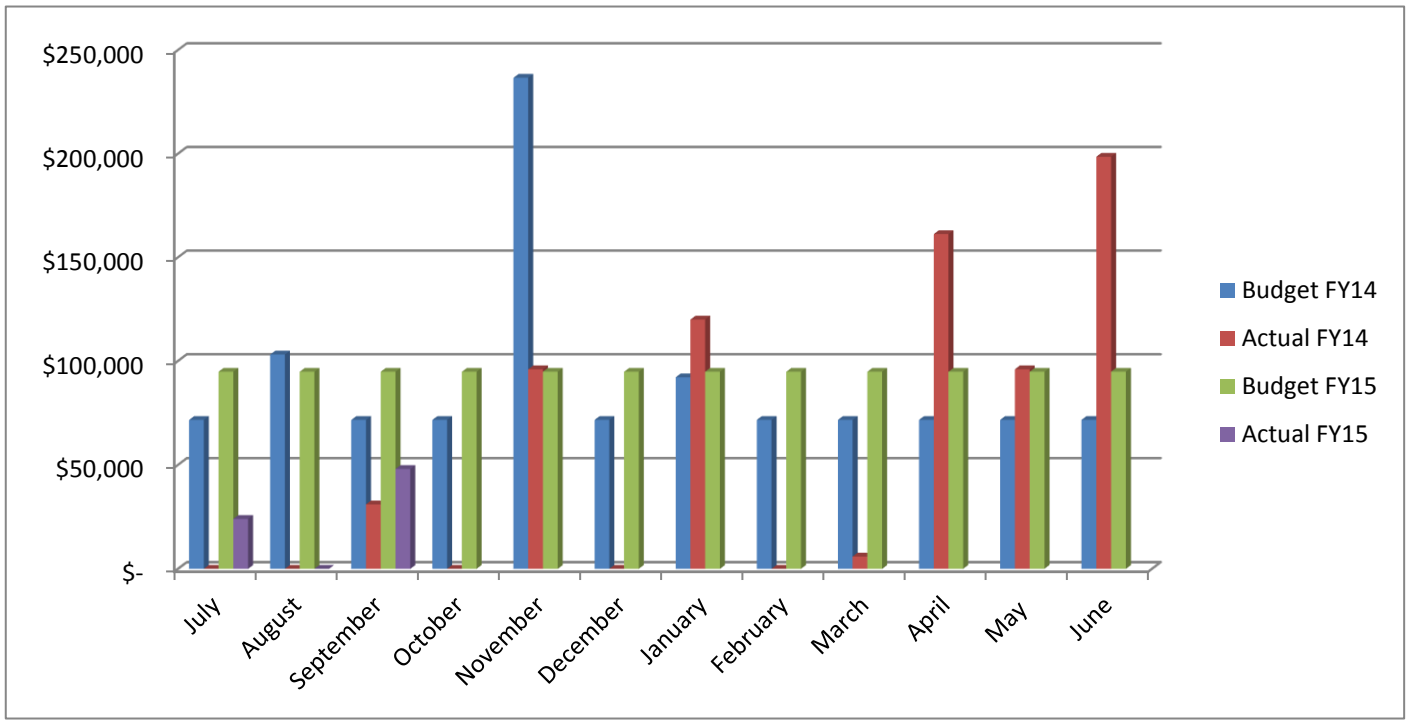
	Budget 14	Actual 14	Budget FY15	Current Year FY15 Actual	Inc/Dec of Budget vs Actual	YTD Budget Variance 33%
July	$ 611,224	$ 446,665	$ 615,611	$ 164,181	$ 451,431	26.7%
August	$ 611,224	$ 408,580	$ 615,611	$ 211,029	$ 404,583	34.3%
September	$ 611,224	$ 204,531	$ 615,611	$ 524,763	$ 90,848	85.2%
October	$ 611,224	$ 217,465	$ 615,611	$ 389,422	$ 226,189	63.3%
November	$ 611,224	$ 602,638	$ 615,611		$ 615,611	0.0%
December	$ 611,224	$ 561,929	$ 615,611		$ 615,611	0.0%
January	$ 611,224	$ 1,304,199	$ 615,611		$ 615,611	0.0%
February	$ 611,224	$ 211,744	$ 615,611		$ 615,611	0.0%
March	$ 611,224	$ 350,376	$ 615,611		$ 615,611	0.0%
April	$ 611,224	$ 395,970	$ 615,611		$ 615,611	0.0%
May	$ 611,224	$ 736,145	$ 615,611		$ 615,611	0.0%
June	$ 611,224	$ 323,722	$ 615,611		$ 615,611	0.0%
	$ 7,334,688	**$ 5,763,965**	**$ 7,387,333**	**$ 1,289,395**	$ 6,097,939	**17.5%**

MONTHLY BOARD REPORT

FY2014 (July 1, 2014 to June 30, 2015)

Capital Expense Summary

Year to Date Budget Variance 33%



Budget to Actual FY2014/FY2015 Comparative
($ thousands)

	Budget FY14	Actual FY14	Budget FY15	Actual FY15	Inc/Dec of Budget vs Actual	YTD Budget Variance 33%
July	$ 71,583	$ -	$ 94,781	$ 23,987	$ 70,794	25%
August	$ 103,077	$ -	$ 94,781	$ -	$ 94,781	0%
September	$ 71,583	$ 30,974	$ 94,781	$ 47,975	$ 46,806	51%
October	$ 71,583	$ -	$ 94,781		$ 94,781	0%
November	$ 236,583	$ 95,949	$ 94,781		$ 94,781	0%
December	$ 71,583	$ -	$ 94,781		$ 94,781	0%
January	$ 92,083	$ 119,937	$ 94,781		$ 94,781	0%
February	$ 71,583	$ -	$ 94,781		$ 94,781	0%
March	$ 71,583	$ 5,916	$ 94,781		$ 94,781	0%
April	$ 71,583	$ 161,188	$ 94,781		$ 94,781	0%
May	$ 71,583	$ 95,949	$ 94,781		$ 94,781	0%
June	$ 71,583	$ 198,465	$ 94,781		$ 94,781	0%
	$ 1,075,994	**$ 708,378**	**$ 1,137,373**	**$ 71,962**	**$ 1,065,411**	6%

EXECUTIVE REPORT

October 2014

EXECUTIVE

- Participated in interviews of consultants proposing on the TAP ADA Transition project.
- Participated in an update session on EEO/Sexual Harassment training.
- Reviewed final annual report prior to authorizing printing of the document.
- Updated and finalized Taos Service issues and costs with staff.
- Participated in a conference call with Santa Fe County staff regarding Ski Santa Fe Service options and financial analysis.
- Presented an update to the Santa Fe City Council Public Works Committee on Ski Santa Fe.
- Meet with Taos Town Manager and Staff regarding service exchanges for UNM Klauer and Taos Express.
- Attend Town of Taos Council Meeting to present and respond to questions regarding their request to join the RTD Board.
- Participated in discussions with Town of Taos Staff and NMDOT regarding funding transfers for route exchanges.
- Continued review of outstanding site property issues with Attorney and Land Use consultant.
- Attended NMPTA Board meeting.
- Attended APTA Annual meeting and Expo.
- Attended Rio Metro RTD Board meeting.
- Discussed draft Transit Service Plan with MPO staff and RTD concerns.
- Attended 21st Annual Rural and Intercity Bus Transportation to receive FTA Award.
- Met with Attorney and Staff regarding various legal issues and associated documents.
- Prepared Board and Finance Subcommittee meeting materials.
- Met weekly with Board Chair Barrone on various issues.
- Continued review, revision and creation of various NCRTD policies.
- Maintained continuous communication with board members, subcommittee members, and Chair.
- Attendance at various NCRTD staff and subcommittee meetings, including Board, Finance and Tribal subcommittees meeting.
- Addressed a variety of employee human resources issues and prepared memorandums to document district actions.

MARKETING/PUBLIC INFORMATION

- FY2014 Annual Report printed and released. A flipbook version of the report appears on the NCRTD website
- Submitted award nomination for the FTA Administrator's Award for which we were selected to receive the Administrator's Award for Outstanding Public Service in Rural Transit
- A Scope of Work was developed to begin to solicit marketing firms to

assist in promoting the ITS and Service Plan Update launches
- Stories on the 10th Anniversary appeared in the Los Alamos Daily Post, Santa Fe Hometown News and as a front page story in Round the Roundhouse
- Story appeared in the Rio Grande Sun regarding NCRTD vehicle incidents for FY2014
- A press release was issued regarding Columbus Day closure
- A story appeared in the Santa Fe New Mexican and Santa Fe Reporter regarding service to Ski Santa Fe/Santa Fe National Forest
- NCRTD ADA Program page developed for website
- Attended refresher program as part of ongoing NCRTD sexual harassment training
- Attended International Folk Art Alliance business partner luncheon
- A new wrap was installed on the Riverside bus for Choice Wireless which extended their contract for another six months
- Met with DMC Broadcasting regarding the Taos Trunk-and-Treat on the Plaza Halloween event and the NCRTD participated in the event with a bus on Halloween day
- Developed and designed a new ad to begin running in the Chama Valley Times November issue
- Provided various updates and rider alerts to ncrtd.org throughout the month
- KDCE – 950 AM radio in Espanola, :30 sec radio spot and sponsorship of the 7:30 AM news ran 17 days in October excluding Saturdays and Sundays
- KSWV 810-AM in Santa Fe, :30 sec spot ran 20 times in October as well as 30 :20 sec promos announcing RTD sponsorship during the 7:30 AM ½ hour
- KTAOS 101.9 FM in Taos, 14 :30 sec radio spots ran each week in October
- Two ads ran in October in the Rio Grande Sun, Los Alamos Monitor and the Taos News.
- A strip ad ran in the Santa Fe New Mexican on October 3 and 15 on front page of Locals section
- Green Fire Times ad ran in their October issue
- Chama Valley Times ¼ page ad ran in October issue

SERVICE DEVELOPMENT

- September 2014 5311 Ridership Report
- Participated in the Employee Recognition Committee
- ITS AVL/CAD project work including:
    - Avail onsite for continued training and trouble shooting, ride-along coverage assessment, external modem solutions
    - Continued reports and InfoPoint training
    - Ongoing Staff training and teambuilding throughout organization
    - StrataGen/Adept paratransit and Avail data entry and oversight
    - Continued QR code discussions and strategizing regarding implementation
- TAP RFP Proposals received, interviews completed with two Proposers; most qualified firm selected to be Wilson & Company;

contract work ongoing; selection and contract are awaiting NMDOT approval
- Ongoing communication with KFH Group regarding service plan update implementation including schedules, timetables, maps; performed route ride checks with KFH onsite
- Involved in ongoing discussion regarding transit service request for Ski SF and SFNF; attempts to coordinate a meeting to discuss funding mechanisms ongoing
- Met with Town of Taos to discuss UNM and Taos Express routes and the potential for exchanging said services
- Ongoing work with NCRTD legal, FTA, and member Pueblos to complete FY14 TTP award MOA process
- Coordinated Human Services Plan review, update as needed in relation to NPRTPO and its regional plan
- Completed FFY16 5310 application; created Board Resolution demonstrating willingness to provide local match component
- Hosted NPRTPO Transit Summit and transportation funding annual meeting; presented 5310 and 5311 applications

OPERATIONS

- Assisted Projects and Grant Specialist in a Demand Response service presentation to Taos Hospital Board.
- Assisted Executive Director and Projects and Grant Specialist on discussions and agreements with the Town of Taos on the exchange of 2 bus routes.
- Attend the APTA Conference/EXPO in Houston, TX.
- Continue working with Avail and team on ITS, AVL & CAD testing and acceptance.
- Attended the Santa Fe MPO coordinating meeting.
- Hired and trained 3 new drivers.
- Recruiting for Fleet and Facilities Manager.

Performance Measures

for

Fiscal Year 2015

September 2014

Performance Measures for Fiscal Year 2014

The performance measures that were developed are designed to provide data that can be evaluated in a logical manner. It allows the District to identify areas in which its performance may need to be improved and to understand the characteristics and factors that impact that performance. In addition, to the extent feasible a peer comparison or a benchmark has been included as available or appropriate. This performance data is important since many times the District's costs, efficiencies and productivity is not measured against any benchmark or standard or attempts are made to compare it against systems that bear no similarities in mission, complexity or service area. Therefore, the data presented should provide some context in which to assess the District and its efforts to deliver services based upon its mission, goals and objectives."
The report data collected is grouped into 3 areas: Administrative, Fleet and Customer Related:

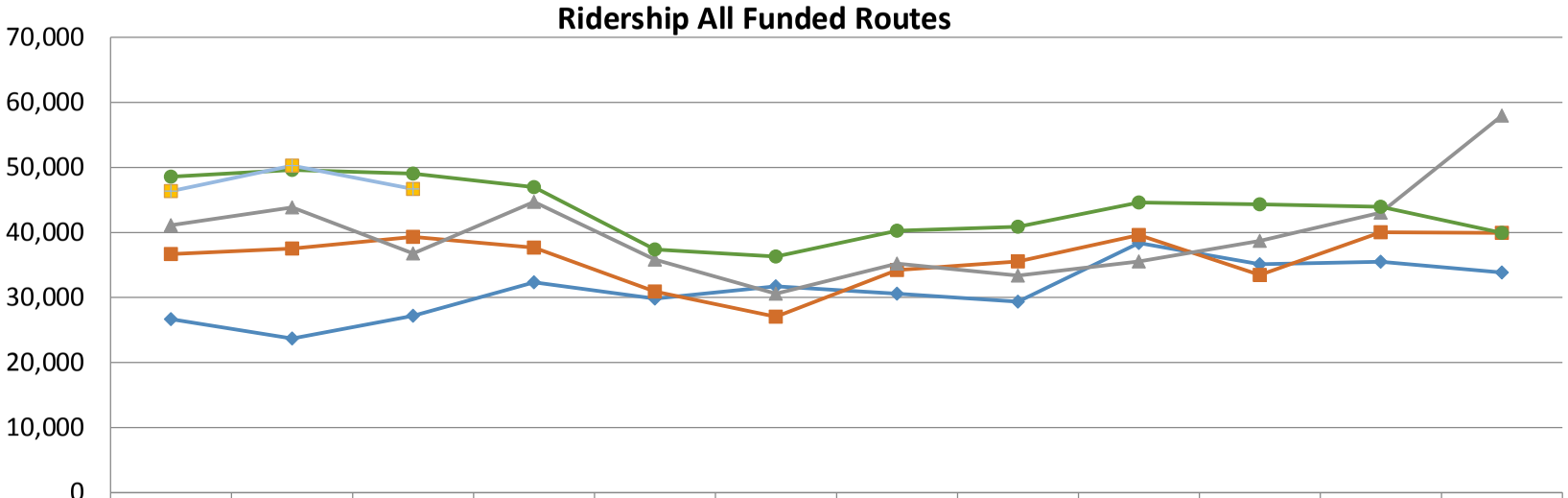
1. **Administrative:**
   - **A. Ridership, All Funded Routes**
   - **B. Ridership, NCRTD Operated Routes**
   - **C. Monthly Expenditures**
   - **D. Cost Per Mile**
   - **E. Cost Per Trip**
2. **Fleet:**
   - **A. Vehicle Back Up Ratio**
   - **B. Average Vehicle Age**
   - **C. Percentage of "On-Time" PM / Inspections**
   - **C. Accidents, Major/Minor Tracking**
3. **Customer Relations:**
   - **A. Complaints**
   - **B. Incidents**

The In-state/local comparable is Sandoval/Valencia Counties which are operated by the Rio Metro Regional Transit District. This benchmark/peer entity was chosen since they are within New Mexico and somewhat similar to rural transit service. The FTA benchmarking data used originates from the Rural Transit Fact Book 2013. The data is for 2011 in FTA Region 6, rural providers which includes New Mexico, Texas, Oklahoma, Arkansas and Louisiana.

Performance Measure - Administrative:

Ridership Tracking of All NCRTD Funded Routes

Tracking ridership is the #1 way a public transportation agency can gauge its effectiveness of the service it provides. Ridership data for all routes funded by the NCRTD are collected by City of Santa Fe and Los Alamos County. This data is forwarded and combined with the data from the District's operated routes. These numbers are then compiled into a monthly ridership report. This measurement tracks the number of one way trips taken on all the routes within the district. This graph shows the NCRTD combined total ridership numbers, and compares them each month, identifying any increases or decreases in the number of monthly trips. This also indicates how well the regional district is continuing to address the issue of accessible mobility by routes that are in areas where there is public demand. Sandoval/Valencia counties are used local/in-state comparison benchmark, as they are similar in service but smaller in size: a two county service of the Rio Metro Transit District.

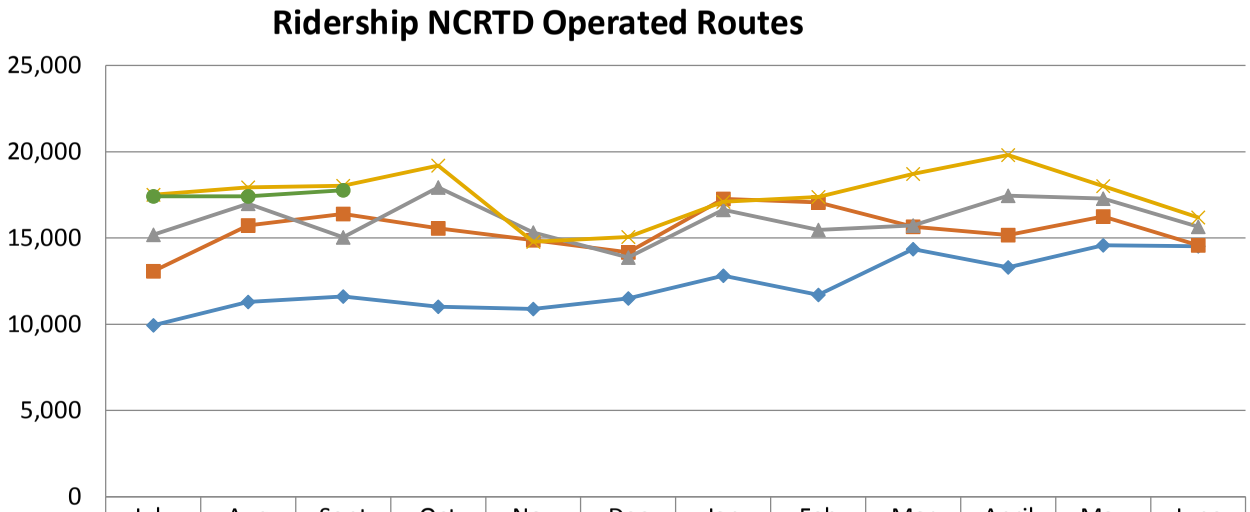


	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
FY 10-11	26,655	23,679	27,202	32,325	29,835	31,743	30,570	29,368	38,395	35,114	35,480	33,845
FY 11-12	36,666	37,522	39,298	37,650	30,923	27,051	34,236	35,541	39,611	33,474	40,027	39,942
FY 12-13	41,135	43,836	36,784	44,720	35,825	30,576	35,214	33,352	35,549	38,724	43,060	57,985
FY 13-14	48,552	49,624	49,034	46,976	37,369	36,320	40,271	40,871	44,627	44,335	43,930	39,934
FY 14-15	46,374	50,295	46,680									

Performance Measure - Administrative:

Ridership Tracking of NCRTD Operated Routes

This ridership data is collected by the NCRTD drivers for all routes operated by the District. This includes 20 fixed and commuter routes as well as the demand response routes. Totaling the number of one way trips on NCRTD routes, allows staff to evaluate effectiveness and to ensure that the service is reaching areas in the district that have high demand for accessible mobility. Sandoval/Valencia counties were selected as a local/in-state comparison benchmark.



	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
FY 10-11	9,942	11,300	11,614	11,011	10,885	11,504	12,824	11,709	14,356	13,299	14,586	14,516
FY 11-12	13,081	15,739	16,397	15,567	14,886	14,167	17,274	17,071	15,650	15,178	16,244	14,573
FY 12-13	15,200	16,995	15,052	17,943	15,317	13,872	16,642	15,471	15,729	17,465	17,285	15,653
FY 13-14	17,504	17,934	18,033	19,205	14,792	15,069	17,102	17,380	18,719	19,804	18,021	16,187
FY 14-15	17,415	17,419	17,781									

Performance Measure - Administrative:

Monthly Expenditures for Administrative and Operating

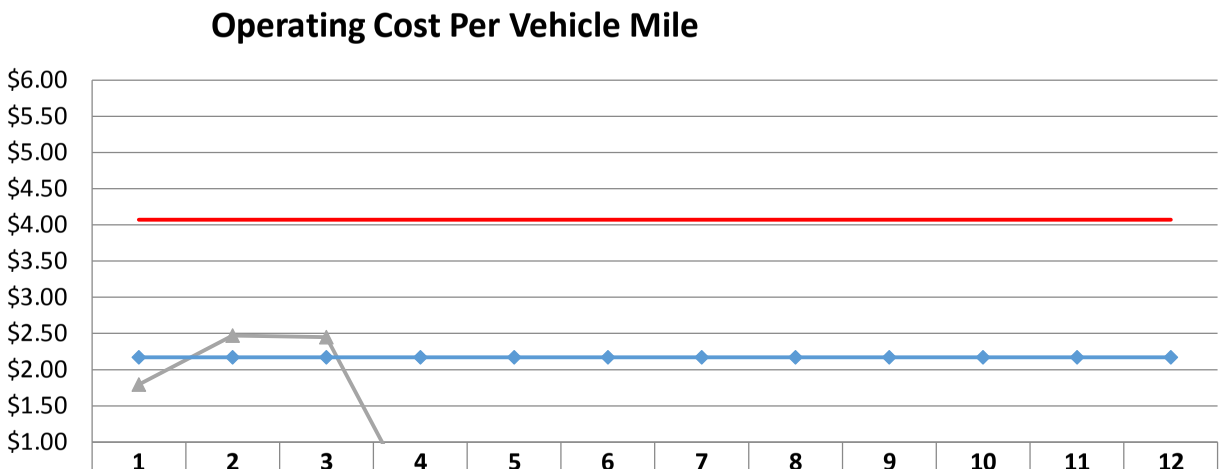
The NCRTD's Finance Department provides the administrative and operating expenses in a monthly budget status report. It is important to measure the expenditures to maintain a balanced budget, as well as tracking the administrative and operating margins. This data is used in determining the cost per trip and the cost per mile. Tracking the budget and monitoring operational costs allows management to target specific dollar amounts when creating future budgets and requesting federal funding from the NM Department of Transportation.

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Admin	$36,674	$20,438	$72,053									
Operating	$144,466	$188,698	$193,661									
Total	$181,140	$209,136	$265,714	$0	$0	$0	$0	$0	$0	$0	$0	$0

Performance Measure - Administrative:

Operational Cost per Vehicle Mile

Cost per vehicle mile is the total operating costs per month in relation to the total vehicle miles per month traveled on NCRTD routes. The mileage data is logged daily for each route and compiled into a monthly report. Monthly operating costs are obtained from the Monthly Expenditures (chart above) and the number of miles travelled for NCRTD operated routes. As a cost efficiency measure, operating costs per vehicle mile assesses the financial resources needed for the District's route operations. This measurement is a beneficial tool for the planning and operation's departments. The NM Department of Transportation uses this as one of their performance measures in the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 funding. This is a management tool to track our cost per mile vs. the amount of budget being spent to operate a particular route as well as collectively for all routes. Sandoval and Valencia counties' annual average are used as a local/in state comparable benchmark, even though their system is smaller than NCRTD. Data from the 2013 Rural Transit Data Fact Book, specifically FTA's District 6 (our district) annual cost per mile is included as a benchmark.

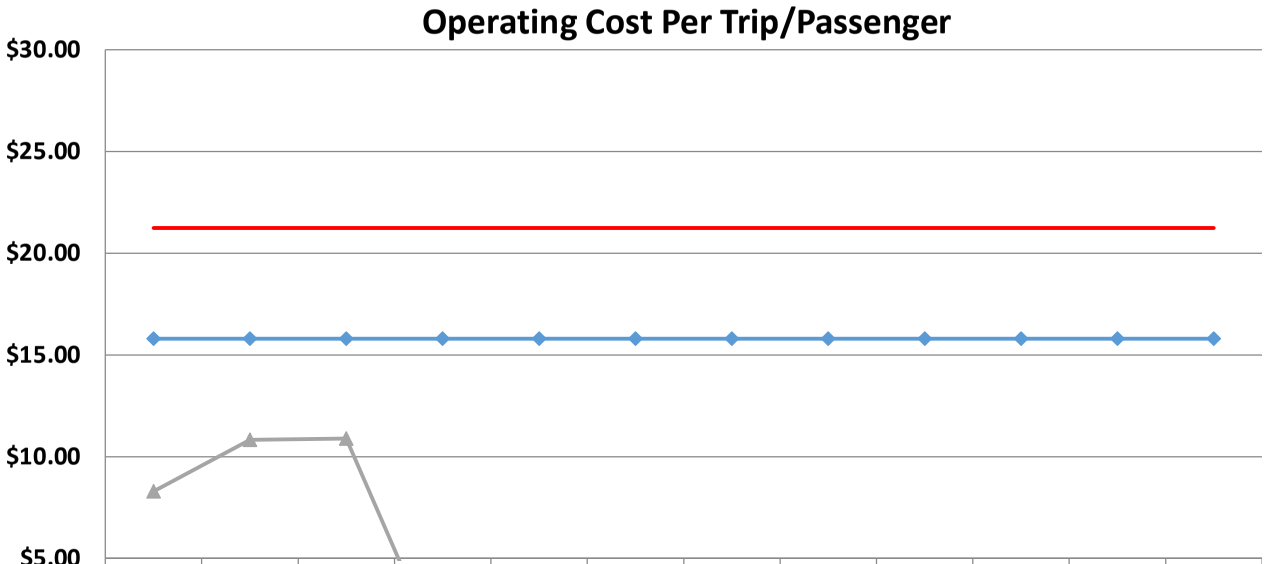


	1	2	3	4	5	6	7	8	9	10	11	12
Monthly Cost per Mile	$1.79	$2.47	$2.45	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Sandoval/Valencia	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07
Region 6 Total Cost Per Mile	$2.17	$2.17	$2.17	$2.17	$2.17	$2.17	$2.17	$2.17	$2.17	$2.17	$2.17	$2.17

Performance Measure - Administrative:

Operating Cost per Trip

When transit data is collected, passengers, riders and rides are counted and referred to as "trips." One passenger can generate several trips in a day, and these are counted individually. Example, a particular rider may board in Questa (1 trip) and transfer to the Taos to Espanola bus (1 trip) and again transfer to the Santa Fe bus in Espanola (1 trip) for a total of three trips. The cost per trip is computed on a monthly basis by dividing the monthly operating costs from the Monthly Expenditures (chart above), by the total monthly number of trips (ridership). NM Department of Transportation uses this as one of their performance measures to the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 funding. This is a management tool to track our cost per trip vs. the amount of budget being spent to operate a particular route as well as collectively for all routes. Sandoval and Valencia counties' annual average are used as a local/in state comparable benchmark, even though their system is smaller than the NCRTD. Data from the 2013 Rural Transit Data Fact Book, specifically FTA's District 6 (our district) annual cost per trip is included as a benchmark.

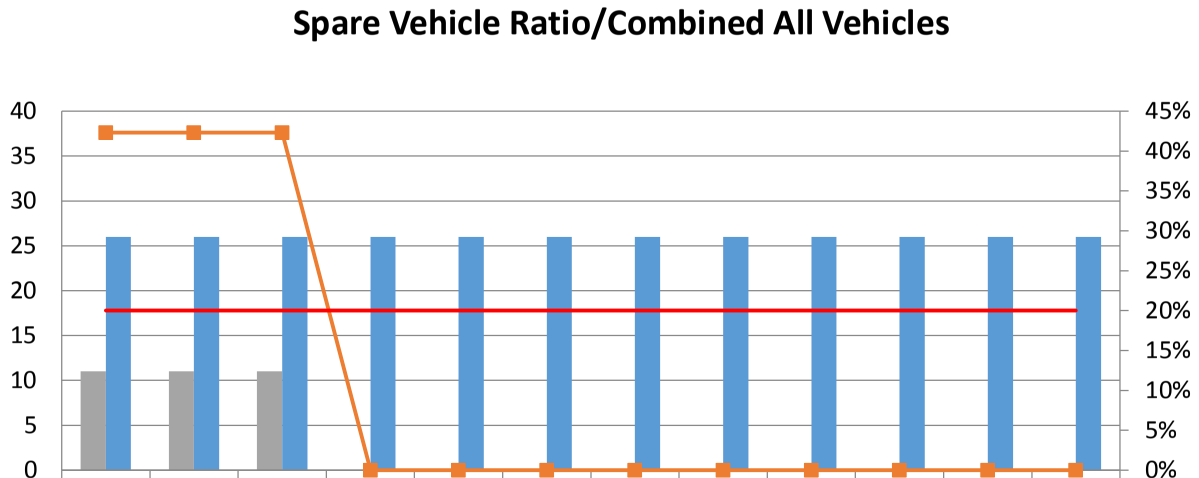


	1	2	3	4	5	6	7	8	9	10	11	12
Monthly Cost per Trip	$8.30	$10.83	$10.89	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Sandoval/Valencia	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24
Region 6 Total Cost Per Trip	$15.79	$15.79	$15.79	$15.79	$15.79	$15.79	$15.79	$15.79	$15.79	$15.79	$15.79	$15.79

Performance Measure - Fleet:

Spare Vehicle Ratio/Combined all Vehicles

FTA defines the spare ratio as the percentage of spare vehicles in comparison to the number of vehicles required for annual maximum service. Recommended FTA spare vehicle ratio is 20% for fleets over 50 vehicles. NCRTD's fleet totals 35 and is exempt from this guideline but it is a good benchmark to keep in place. With an annual maximum service of 27 and a backup fleet of 8, the backup ratio is 30%. This higher number is needed and reasonable due to the variety of passenger seating requirements for specific routes throughout the District. These backup vehicles ensure consistent coverage of all routes when vehicles are off line due to routine maintenance or unexpected breakdowns.

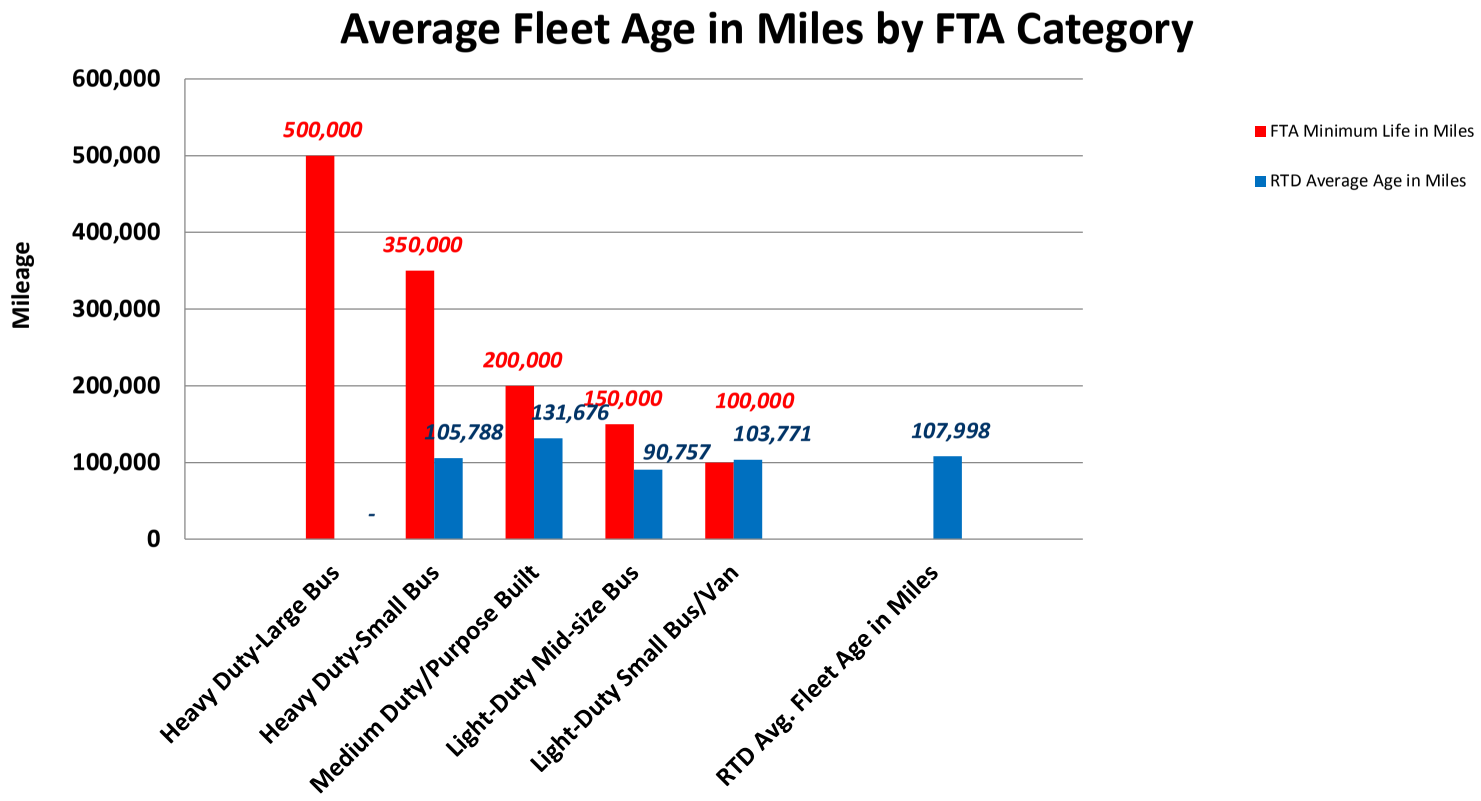


	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Spare Vehicles	11	11	11									
# Needed to run	26	26	26	26	26	26	26	26	26	26	26	26
Spare Ratio	42.31%	42.31%	42.31%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Recommended	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%

Performance Measure - Fleet:

Average Fleet Age

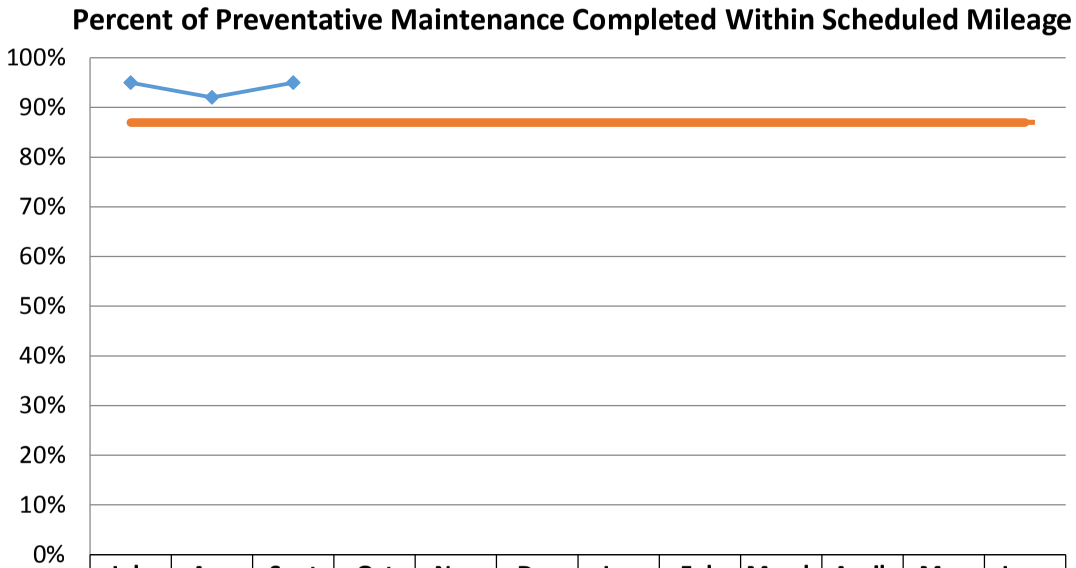
The FTA allows the use of years or mileage to attain usable life. The District uses mileage rather than the year of manufacture because of the large area of the district and the high number of miles traveled on an annual basis. This compares the age of specific kind of vehicles by mileage in accordance to the FTA guidelines. This is useful in fleet replacement planning. The numbers will vary month to month as mileages increase and old vehicles are replaced by new.



Performance Measure - Fleet:

Percentage of "On-Time" PM / Inspections

The federal benchmark for the percentage of "on-time" preventative maintenance (PMs) and inspections for the fleet is 87%. Inspections are required to be conducted within certain mileage timeframe by vehicle manufacturers for the various sizes of vehicles. Manufacturer's recommended maintenance schedules may range in mileage due to the component makeup of a particular vehicle. The FTA recommends they be conducted within the manufacturer's recommended maintenance schedule. However, as a sub recipient of NMDOT we are allowed varied standards as approved by NMDOT. With the variety of sizes and component makeup of District vehicles, we have determined and hold to a standard of 6000 mile intervals for the light and medium gasoline powered fleet and 7000 miles for the diesel powered medium-heavy fleet. This ensures frequent safety inspections and PM services at reasonable intervals that result in a more dependable and safer fleet. This data is collected and tracked by the Fleet Maintenance Manager.

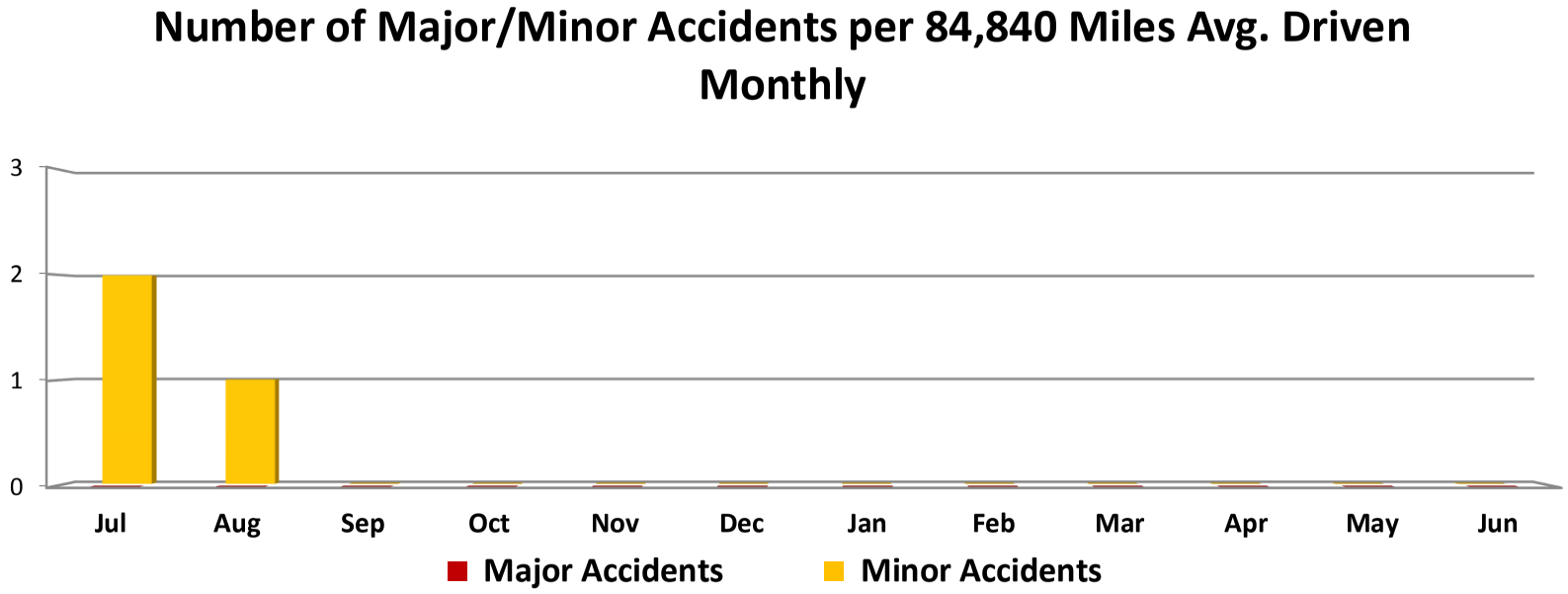


	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
FY 13-14 RTD Maintenance	95	92	95									
FTA Recommendation	87	87	87	87	87	87	87	87	87	87	87	87

Performance Measure - Fleet:

Accidents per Month

This measurement shows us how many accidents occur within a month and to what frequency they occur. These are logged as minor or major accidents. A minor accident for example, is one where a driver hits a stationary object while backing but there is minimal damage. A major accident is one where there may be significant damage and/or injury, and a FTA Post accident drug screen is required. All accidents are reported to the Operations and Maintenance Manager to decide on what corrective action needs to be taken. There are established internal reporting and follow up procedures. All accidents, major or minor, are investigated and documented, and dealt with accordingly by the operations management team. As a result, disciplinary measures and/or driver re-training may be required by the outcome of the investigation.



Last Minor Accident - August 27, 2014	Miles Driven since last Minor Accident - 92920
Last Major Accident - October 22, 2013	Miles Driven since last Major Accident – 1,054,440

Performance Measure – Customer Relations:

Complaints per Month

This performance tracks monthly the number and type of complaints received by the Operations Division of the NCRTD. The complaints are received by the Operations and Maintenance Manager. These are categorize by the type of complaint, and evaluated as to the seriousness of the complaint and whether or not a course of action needs to be taken, i.e. driver reprimand, driver retraining, vehicle maintenance, etc. This measure is intended to measure the percentage of complaints versus the total ridership for the month. Driver performance can be graded and we can see if more drivers training needs to be scheduled for particular drivers. Customers also have complained about routes, stops, dispatch, bus cleanliness and other various categories.

1. Complainant does not understand why she cannot schedule a ride in the afternoon when the Pojoaque students can get rides. / There is a Spanish language barrier-CSRs have trouble communicating due to her difficult dialect and her minimal vocabulary without an interpreter.

Performance Measure – Customer Relations:

Complaints per Month

			FY 14-15 Number of Complaints			
	Total	Schedule Issues	Driver Performance	Against other Passengers	Miscellaneous*	Percent VS Ridership
July	3		3			0.02%
August	2		2			0.01%
Sept	1	1				0.01%
Oct						
Nov						
Dec						
January						
Feb						
March						
April						
May						
June						
Total	6	1	5	0	0	

Performance Measure – Customer Relations:

Customer Incidents

This performance measure calculates the number of customer incidents reported to the Operations and Maintenance Manager on a monthly basis. Customer incidents are any serious occurrence that may have an outcome that could be potentially hazardous to the driver or other passengers. These situations could be anything such as two passengers arguing over something, or a rider threatening a driver, or a non rider harassing a driver for not being on time. It could also be a passenger falling down on the bus, or a passenger stepping in front of the bus as it pulls away from the curb to stop it to get on the bus. This data is collected by the driver writing an incident report and turning it in to the Operations and Maintenance Manager. This is intended to measure the types of situations that arise and how frequently they arise on the various routes of service provided by the NCRTD. This measurement tells us the frequency of incidents versus the number of monthly riders. We can then see if additional training needs to be implemented for the driver to avoid or control incidents that may occur on his route.

1. Santa Fe – Passenger reported people in the back of bus were shooting up. The driver noticed only one man appeared to be high and he exited the bus at that stop (Cities of Gold).
2. Santa Fe – Denied a ride to a man who was beyond the point of self-control (Century Bank).
3. Santa Fe – Denied rides to Michael, Luther and another man who were posing a safety risk to others if boarded (Cities of Gold).
4. Santa Fe –Suspended ride at Cities of Gold for 3 men who were disruptive on bus.
5. Santa Fe – Denied service to a person with a bicycle due to a full bike rack (Park & Ride).
6. Santa Fe - Suspended a passenger in Santa Fe who had an open bottle of vodka on the bus.
7. Santa Fe – Denied 3 persons with bikes at Park & Ride due to full bike rack.
8. Santa Fe – Denied a person at Ohkay stop with bike and one at Park & Ride due to a full rack.
9. Santa Fe – Denied ride to a man in Santa Fe due to intoxication beyond self-control.

Customer Incidents

FY 14-15 Number of Customer Incidents

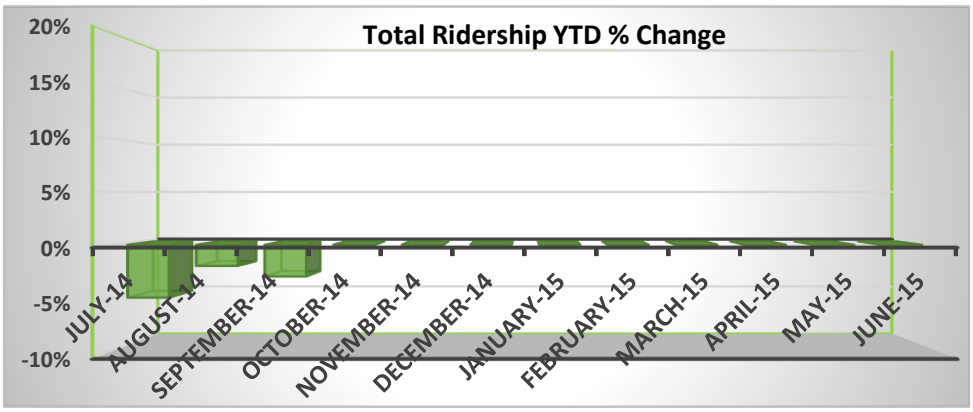
	Total	Driver-Non Rider	Rider-Rider	Driver-Rider	Rider	% of Ridership
July	4		2	2		0.02%
Aug	10		3	7		0.06%
Sept	9		1	8		0.05%
Oct						
Nov						
Dec						
Jan						
Feb						
March						
April						
May						
June						
Total	23	0	6	17	0	

NCRTD Monthly Ridership Summary

September 1, 2014 through September 30, 2014

Calendar Operating Days

	This Year
Jul-14	22
Aug-14	21
Sep-14	21
Oct-14	
Nov-14	
Dec-14	
Jan-15	
Feb-15	
Mar-15	
Apr-15	
May-15	
Jun-15	



Monthly System Totals

	This Year	Last Year	%Change
NCRTD Operated	17,781	18,033	**-1%**
NCRTD Funded	28,899	31,001	**-7%**
All Systems Funded Total	46,680	49,034	**-5%**

Year to Date Totals

	This Year	Last Year	Difference	%Change
NCRTD Operated	52,615	53,471	-856	**-2%**
NCRTD Funded	90,734	93,739	-3,005	**-3%**
All Systems Funded Total	143,349	147,210	-3,861	**-3%**

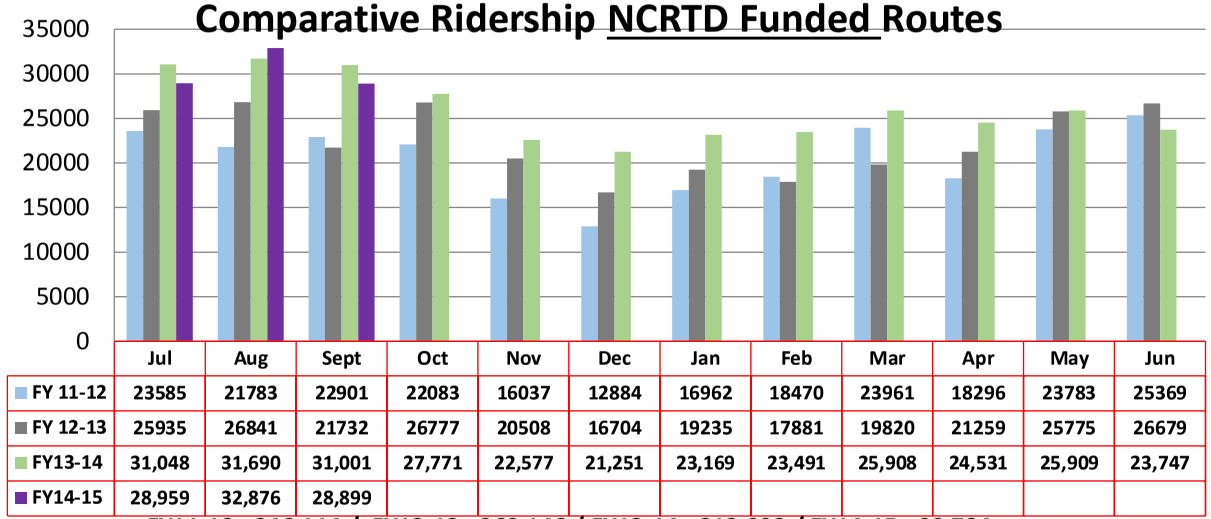
System Daily Averages

	This Year	Difference	% Change
NCRTD Operated	847	859	**-1%**
NCRTD Funded	1,376	1,476	**-7%**
Systems Total	2223	2335	**-5%**

Total Ridership YTD % Change

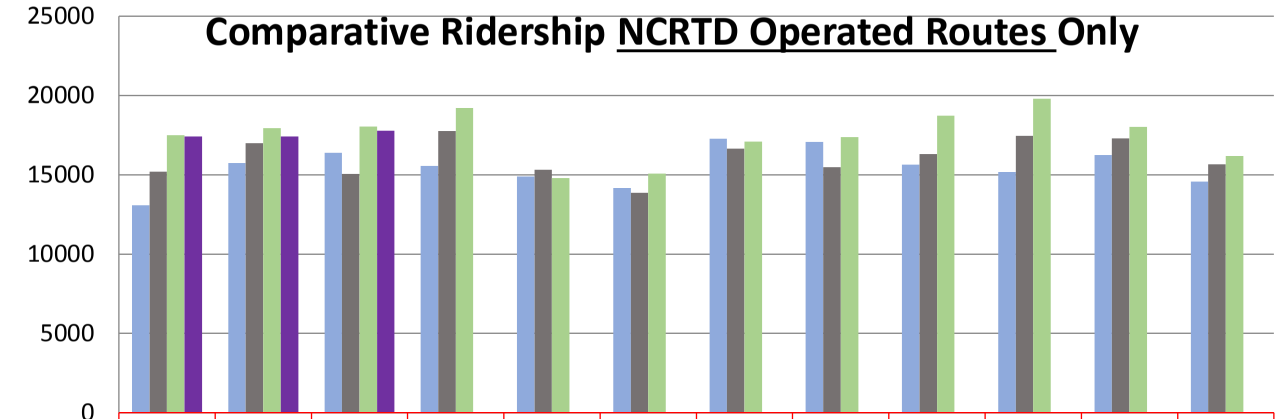
July-14	-5%
August-14	-2%
September-14	-3%
October-14	
November-14	
December-14	
January-15	
February-15	
March-15	
April-15	
May-15	
June-15	

Sep-2014
Ridership Report



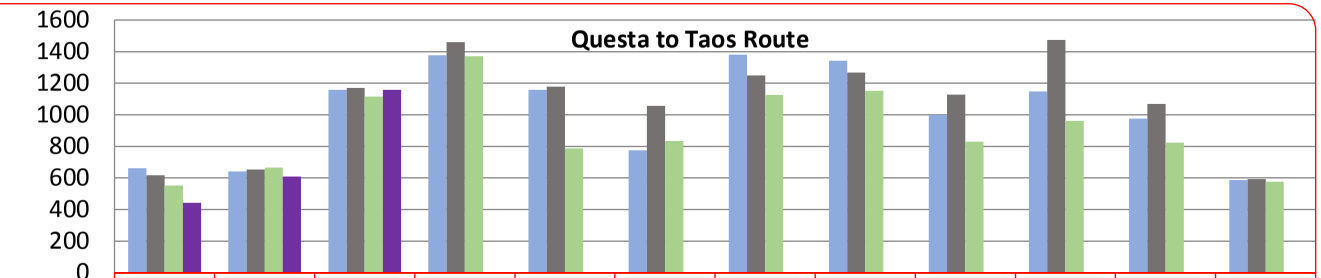
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 11-12	23585	21783	22901	22083	16037	12884	16962	18470	23961	18296	23783	25369
FY 12-13	25935	26841	21732	26777	20508	16704	19235	17881	19820	21259	25775	26679
FY13-14	31,048	31,690	31,001	27,771	22,577	21,251	23,169	23,491	25,908	24,531	25,909	23,747
FY14-15	28,959	32,876	28,899									

FY11-12= 246,114 / FY12-13= 269,146 / FY13-14= 312,093 / FY14-15= 90,734



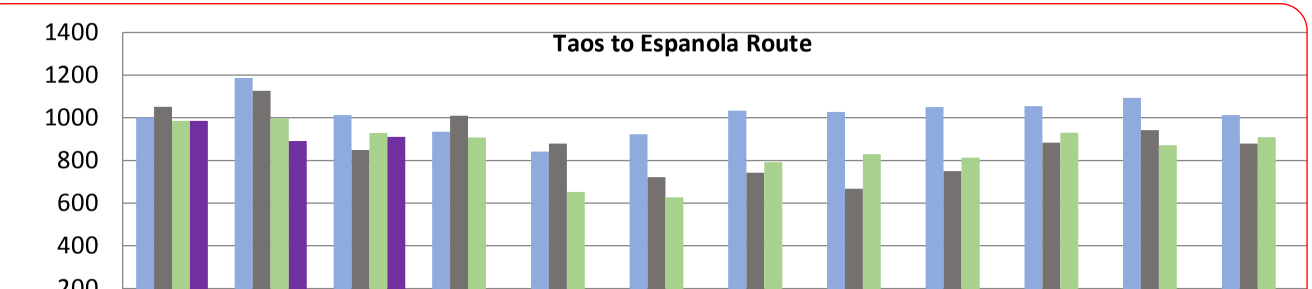
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 11-12	13081	15739	16397	15567	14886	14167	17274	17071	15650	15178	16244	14573
FY 12-13	15200	16995	15052	17760	15317	13872	16642	15471	16315	17465	17285	15653
FY13-14	17,504	17,934	18,033	19,205	14,792	15,069	17,102	17,380	18,719	19,804	18,021	16,187
FY14-15	17,415	17,419	17,781									

FY11-12= 185,827 / FY12-13= 193,027 / FY13-14= 209,750 / FY14/15= 52,615



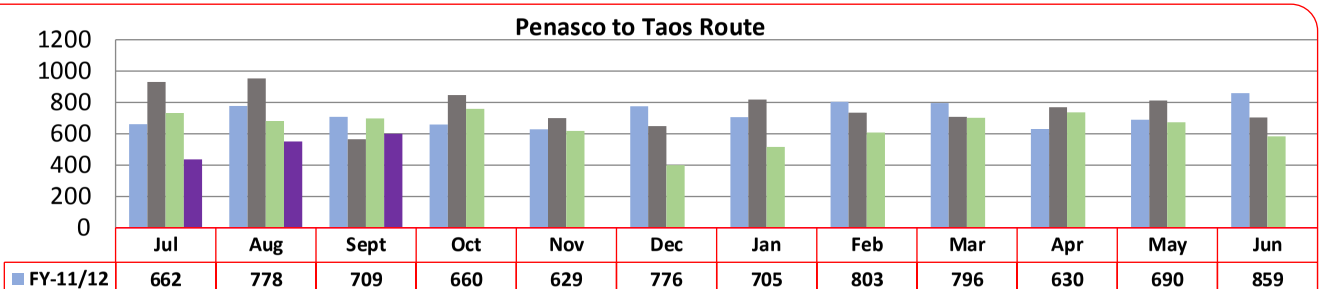
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY11/12	662	642	1158	1376	1157	775	1380	1342	1000	1147	975	587
FY12/13	616	654	1170	1459	1179	1056	1250	1267	1127	1474	1068	593
FY13/14	552	665	1116	1371	787	833	1125	1151	830	962	824	576
FY14/15	443	608	1158									

FY11-12= 12,201 / FY12-13= 12,913 / FY13-14= 10,792 / FY14/15= 2,209



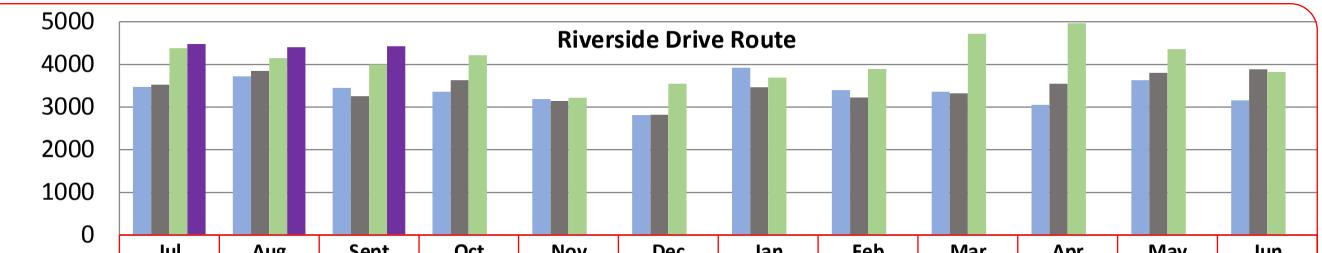
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY- 11/12	1002	1186	1012	935	841	922	1033	1028	1050	1055	1093	1012
FY-12/13	1051	1126	849	1009	879	722	742	668	750	883	942	879
FY-13/14	985	998	928	907	652	627	792	830	813	930	872	909
FY14-15	986	891	911									

FY11-12= 12,169 / FY12-13= 10,500 / FY13-14= 10,243 / FY14/15= 2,788



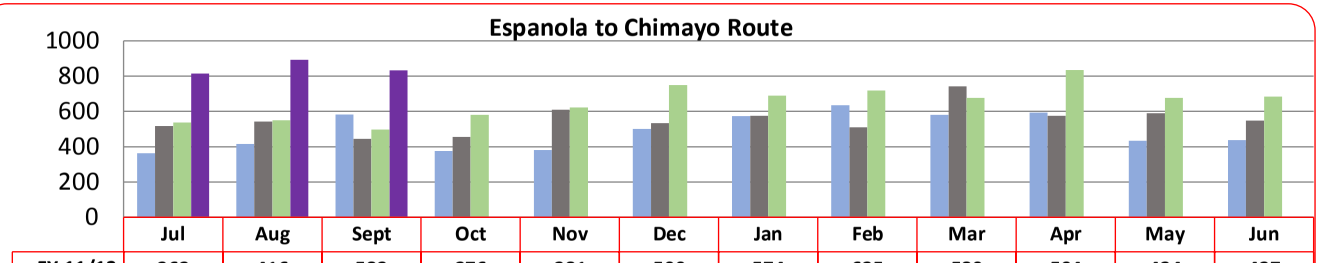
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-11/12	662	778	709	660	629	776	705	803	796	630	690	859
FY-12/13	930	953	565	847	700	648	818	735	708	769	812	704
FY-13/14	733	681	697	759	618	400	516	608	702	736	674	583
FY14-15	436	551	600									

FY11-12=8,697 / FY12-13= 9,189 / FY13-14= 7,707 / FY14/15= 1,587



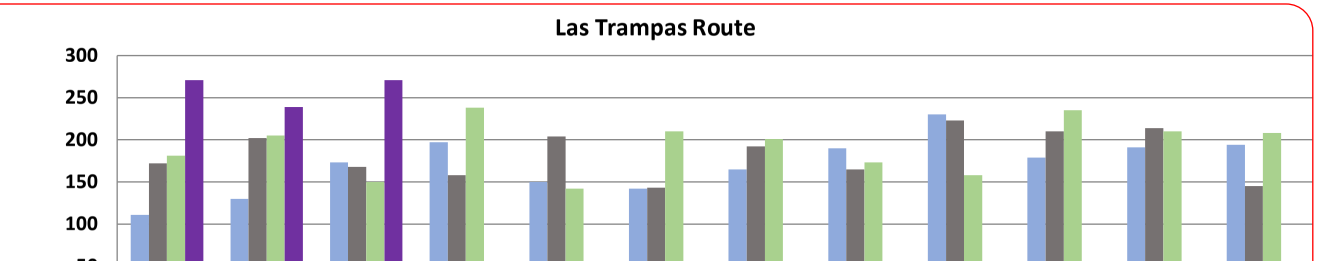
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-11/12	3474	3720	3447	3357	3185	2813	3921	3395	3356	3051	3630	3158
FY-12/13	3526	3848	3257	3631	3139	2820	3468	3224	3324	3550	3799	3884
FY-13/14	4382	4145	4001	4213	3220	3548	3687	3890	4716	4962	4354	3825
FY14-15	4479	4405	4422									

FY11-12= 40,507 / FY12-13= 41,470 / FY13-14= 48,943 / FY14/15= 13,306



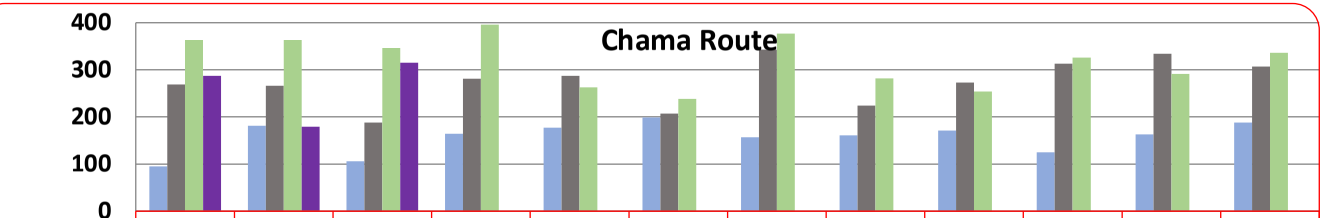
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-11/12	363	416	583	376	381	500	574	635	580	594	434	437
FY-12/13	517	543	445	455	609	534	576	510	743	576	589	548
FY-13/14	538	550	498	580	622	750	690	718	677	835	676	684
FY14-15	814	892	833									

FY11-12= 5,873 / FY12-13= 6,645 / FY13-14= 7,818 / FY14/15= 2,539



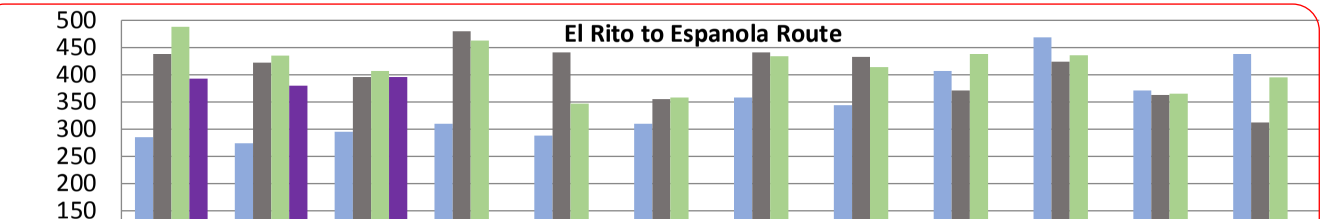
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-11/12	111	130	173	197	150	142	165	190	230	179	191	194
FY-12/13	172	202	168	158	204	143	192	165	223	210	214	145
FY-13/14	181	205	150	238	142	210	201	173	158	235	210	208
FY14-15	271	239	271									

FY11-12= 2,052 / FY12-13= 2,196 / FY13-14= 2,311 / FY14/15= 781



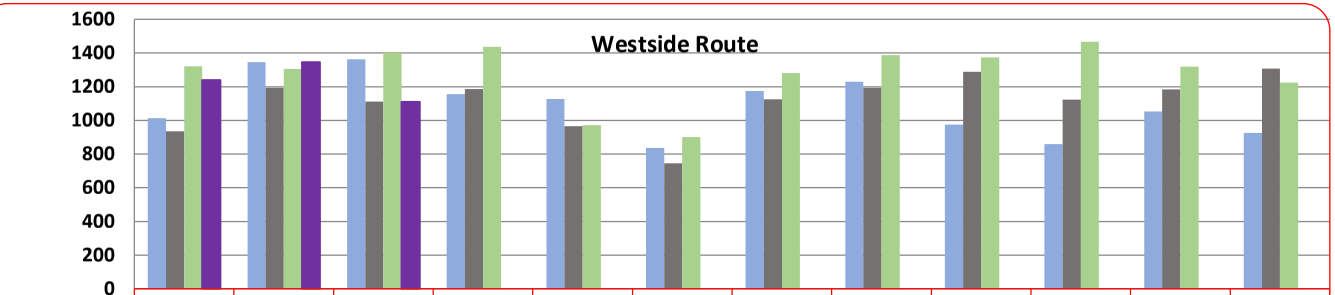
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-11/12	95	181	106	164	177	199	157	161	171	125	163	188
FY-12/13	269	266	188	281	287	207	343	224	273	313	334	307
FY-13/14	362	363	346	396	263	238	377	282	254	326	291	336
FYFY14/15	287	179	315									

FY11-12= 1,887 / FY12-13= 3,292 / FY13-14= 3,834 / FY14/15= 781



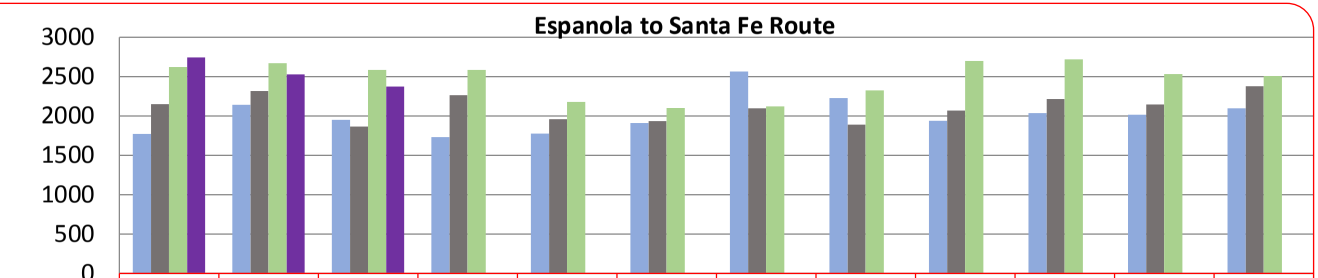
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-11/12	285	274	295	310	288	310	358	344	407	469	371	438
FY-12/13	438	422	396	480	441	355	441	433	371	424	363	312
FY-13/14	488	435	407	463	347	358	434	414	438	436	365	395
FY14/15	393	380	396									

FY11-12= 4,149 / FY12-13= 4,876 / FY13-14= 4,980 / FY14/15= 1,169



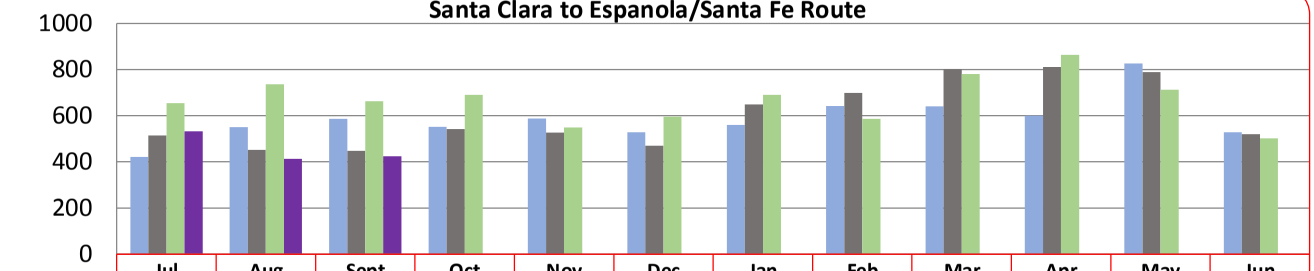
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-11/12	1013	1346	1363	1156	1128	837	1175	1230	975	859	1054	926
FY-12/13	936	1193	1113	1186	966	745	1125	1193	1288	1123	1184	1307
FY-13/14	1321	1305	1402	1437	972	902	1281	1388	1374	1467	1319	1225
FY14/15	1239	1345	1111									

FY11-12= 13,062 / FY12-13= 13,359 / FY13-14= 15,393 / FY14/15= 3,695



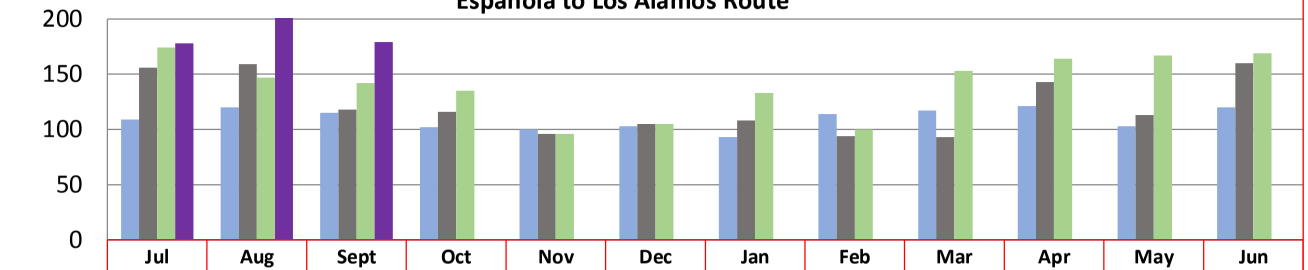
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 11/12	1773	2144	1953	1732	1776	1912	2563	2229	1939	2037	2016	2096
FY 12/13	2151	2316	1867	2265	1960	1934	2096	1890	2067	2217	2146	2377
FY 13/14	2620	2671	2583	2583	2179	2102	2123	2325	2700	2718	2531	2508
FY14/15	2744	2529	2374									

FY11-12 = 24,170 / FY12-13= 25,286 / FY13-14= 29,643 / FY14/15= 7,647



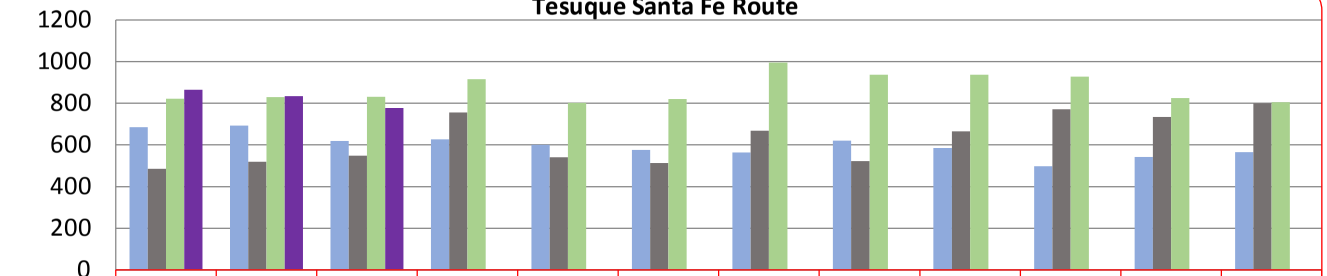
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-11/12	422	550	586	552	588	528	560	642	640	600	826	528
FY-12/13	515	452	448	542	527	470	649	699	802	812	789	520
FY-13/14	655	737	663	691	549	596	690	586	781	864	713	502
FY14/15	532	413	424									

FY11-12= 7,022 / FY12-13 =7,225 /FY13-14= 8,027 / FY14/15= 1,369



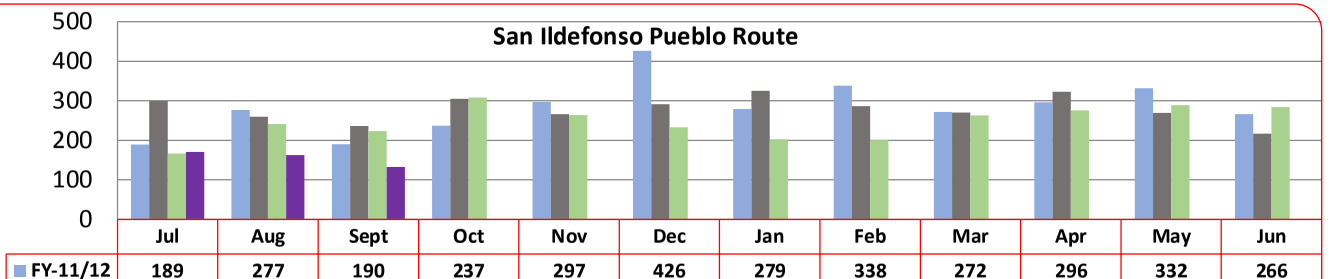
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-11/12	109	120	115	102	100	103	93	114	117	121	103	120
FY-12/13	156	159	118	116	96	105	108	94	93	143	113	160
FY-13/14	174	147	142	135	96	105	133	100	153	164	167	169
FY14/15	178	217	179									

FY11-12 =1,317 / FY12-13 = 1,461 / FY13-14= 1,685 / FY14/15= 574



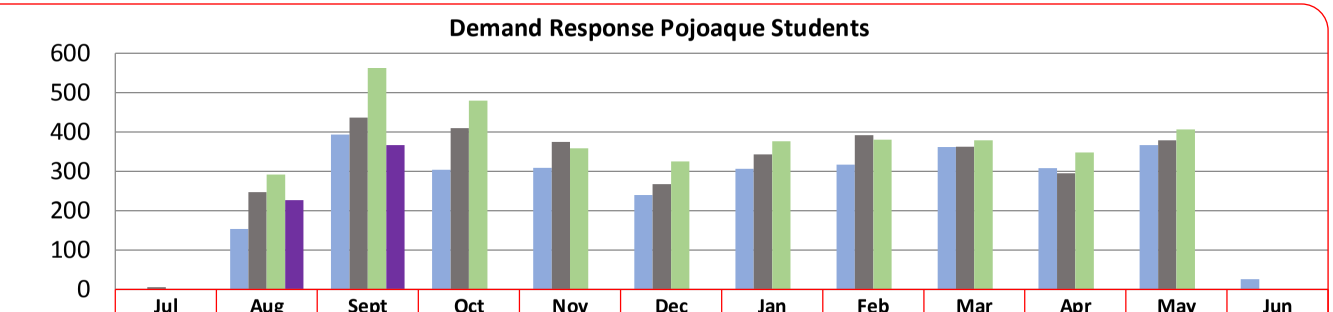
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-11/12	686	693	619	627	600	576	564	620	586	497	543	565
FY-12/13	485	519	548	756	541	513	669	522	666	771	734	800
FY-13/14	822	829	831	916	802	820	995	937	938	928	825	805
FY14/15	865	834	777									

FY11-12 = 7,176 / FY12-13 = 7,524 / FY13-14= 10,448 / FY14/15= 2,476



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-11/12	189	277	190	237	297	426	279	338	272	296	332	266
FY-12/13	299	260	236	305	266	291	325	286	270	323	269	217
FY-13/14	167	241	223	308	264	233	202	201	263	276	289	284
FY14/15	171	163	133									

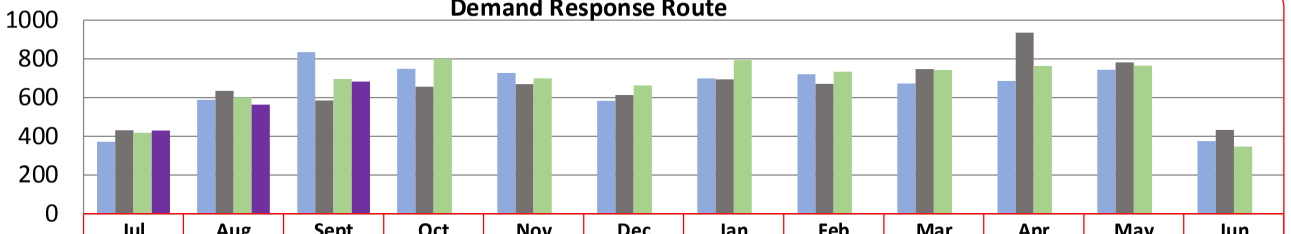
FY11-12= 3,399 / FY12-13= 3,347/ FY13-14= 2,951 / FY14/15= 467



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-11/12	0	154	394	304	309	240	307	317	362	308	367	26
FY-12/13	6	247	437	410	375	268	343	392	363	295	379	0
FY-13/14	0	292	563	480	359	325	377	381	379	348	407	0
FY14/15	0	227	367									

FY11-12= 3,088 / FY12-13= 3,515 / FY13-14 = 3,911 / FY14/15= 594

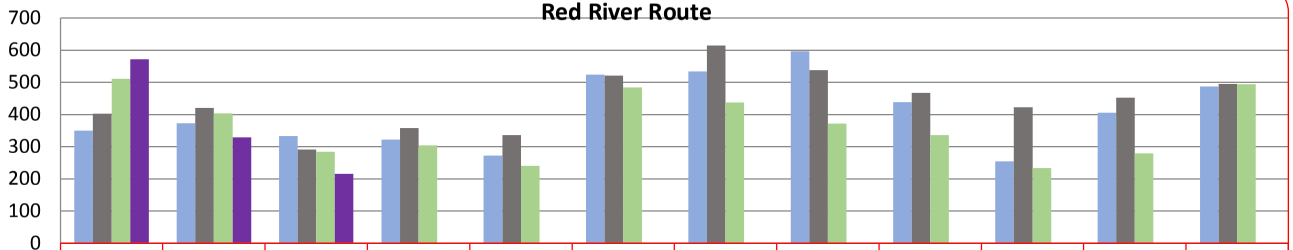
Demand Response Route



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-11/12	373	589	836	750	728	584	699	722	674	687	744	376
FY-12/13	432	636	586	656	670	613	695	671	747	937	782	434
FY-13/14	418	603	696	802	699	663	794	734	743	764	766	348
FY14/15	431	565	683									

FY 11-12= 7,762 / FY12-13= 7,849 / FY13-14= 8,030 / FY14/15= 1,679

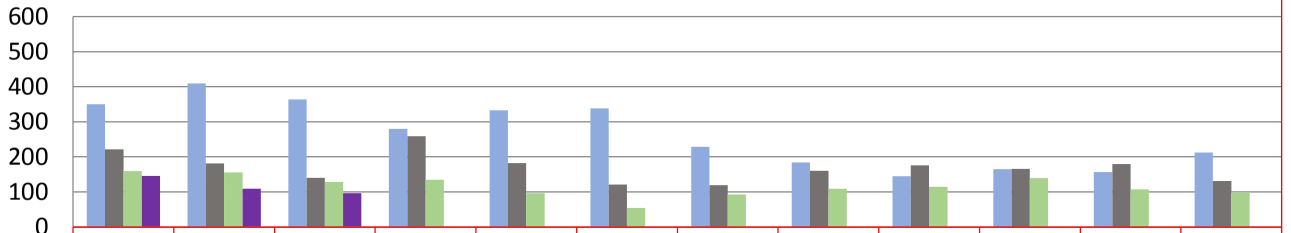
Red River Route



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-11/12	350	373	333	322	272	524	534	597	438	254	406	487
FY-12/13	403	421	291	358	336	521	614	538	467	423	452	495
FY-13/14	511	404	284	304	241	484	437	372	336	234	279	494
FY14/15	572	329	216									

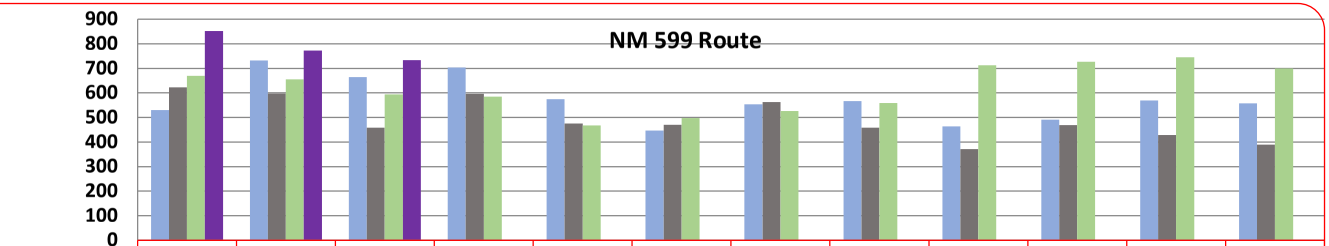
FY11-12= 4,890 / FY12-13= 5,319 / FY13-14= 4,380 / FY14/15= 1,117

Pojoaque/Nambe Route



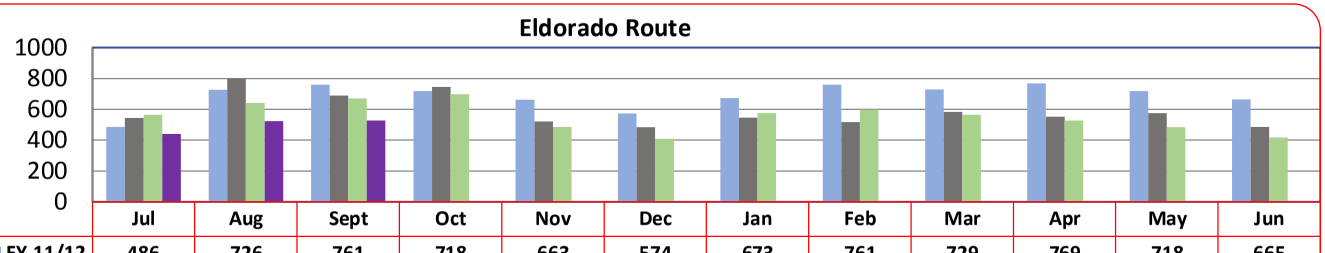
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-11/12	350	410	364	280	333	338	229	184	145	165	157	212
FY-12/13	221	181	140	259	182	121	119	160	176	166	179	131
FY-13/14	159	156	128	135	96	54	93	109	115	139	107	98
FY14/15	146	109	96									

FY11-12= 3,167 / FY12-13= 2,035 / FY13-14= 1,389 /FY 14/15= 351



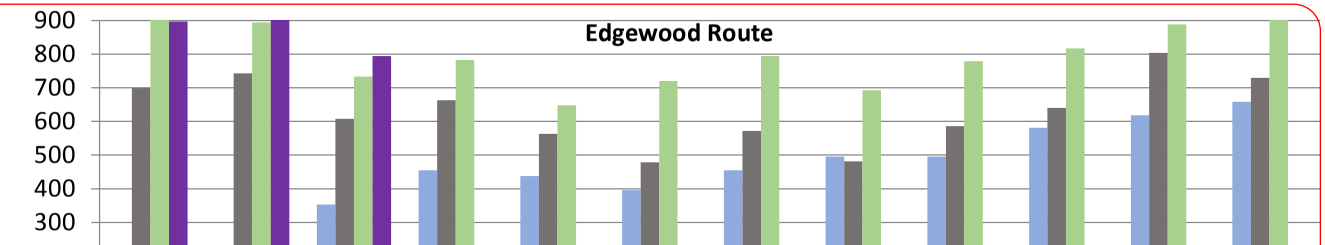
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-11/12	530	732	664	703	575	447	553	567	464	491	569	557
FY-12/13	623	598	458	596	475	470	563	458	371	469	429	389
FY-13/14	669	655	594	585	467	498	526	559	713	727	745	700
FY14/15	852	773	733									

FY11-12= 6,852 / FY12-13= 5,899 / FY13-14= 7,438 / FY14/15= 2,358



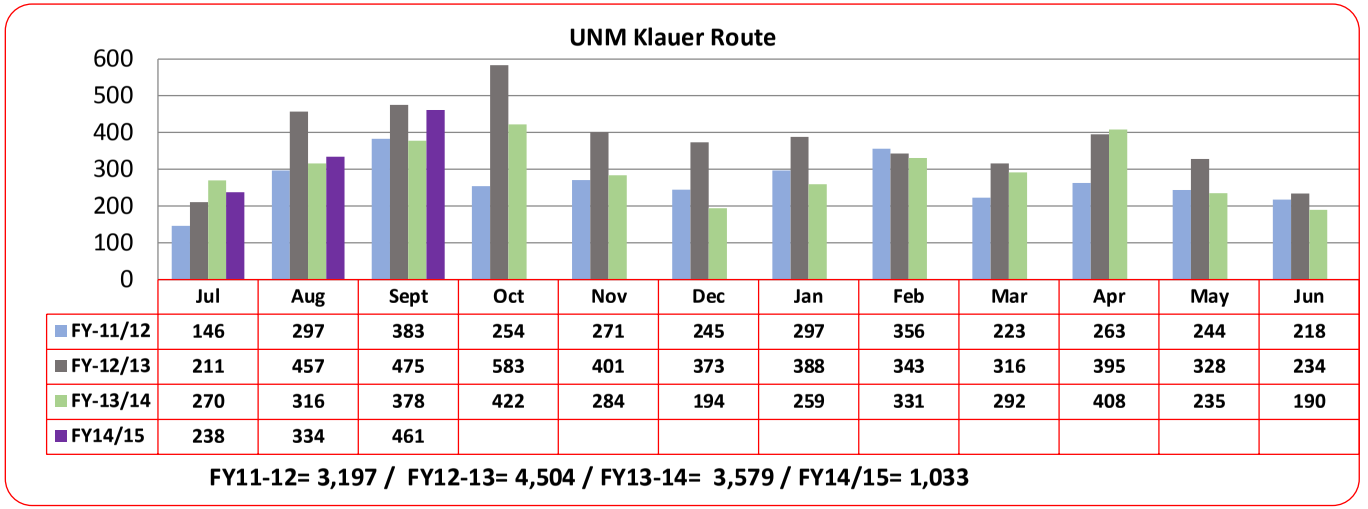
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-11/12	486	726	761	718	663	574	673	761	729	769	718	665
FY-12/13	544	799	689	745	521	484	546	518	584	552	576	487
FY-13/14	564	642	670	697	485	409	576	598	565	528	484	418
FY14/15	441	524	527									

FY11-12= 8,243 / FY12-13= 7,045 / FY13-14= 6,636 / FY14/15= 1,492



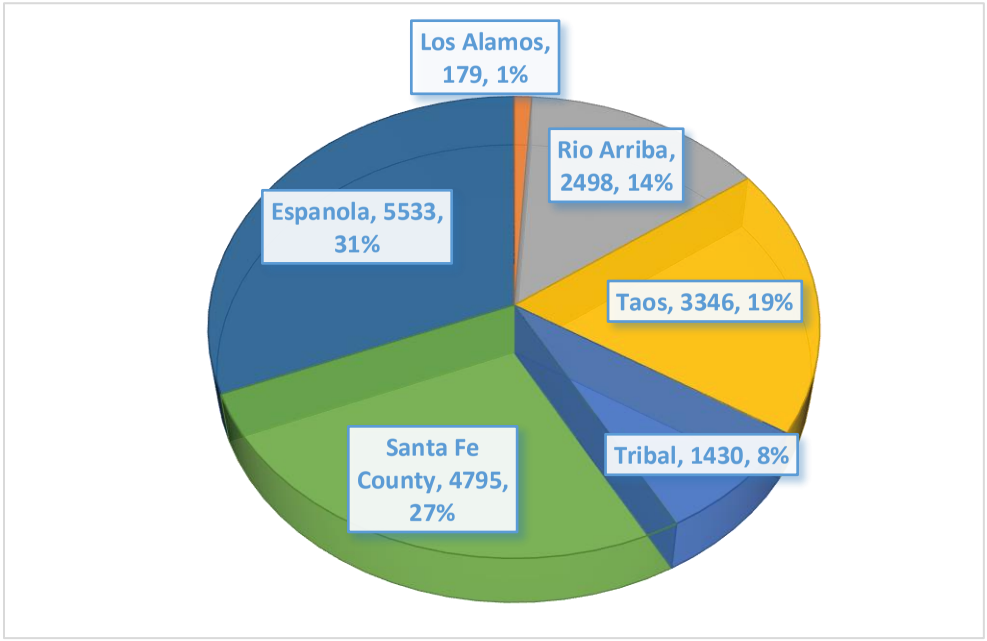
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-11/12			353	455	438	396	455	496	496	581	618	658
FY-12/13	699	743	608	663	563	479	572	481	586	640	804	730
FY-13/14	933	894	733	783	648	720	794	693	779	817	888	930
FY14/15	897	912	794									

FY11-12= 4,946 / FY12-13= 7,568 / FY13-14= 9,612 / FY14/15= 2,603



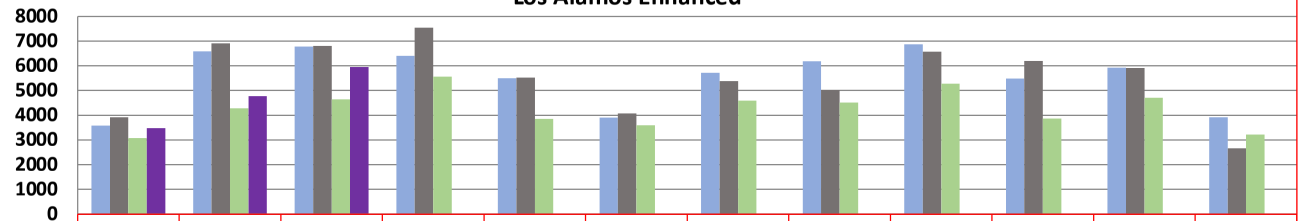
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-11/12	146	297	383	254	271	245	297	356	223	263	244	218
FY-12/13	211	457	475	583	401	373	388	343	316	395	328	234
FY-13/14	270	316	378	422	284	194	259	331	292	408	235	190
FY14/15	238	334	461									

FY11-12= 3,197 / FY12-13= 4,504 / FY13-14= 3,579 / FY14/15= 1,033



NCRTD Funded Routes - Member Operated

Los Alamos Enhanced

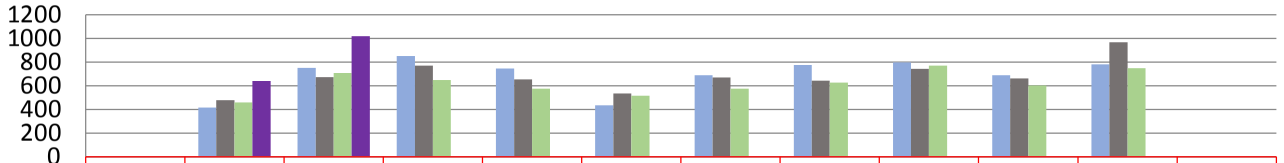


	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-11/12	3576	6579	6785	6403	5492	3899	5711	6178	6875	5487	5922	3913
FY-12/13	3920	6907	6809	7549	5529	4072	5381	5021	6572	6196	5908	2659
FY-13/14	3075	4278	4637	5556	3851	3588	4592	4508	5273	3869	4705	3216
FY14/15	3481	4772	5945									

FY11-12= 66,820 / FY12-13= 66,523 / FY13-14= 51,148 / FY14/15= 14,198

Los Alamos Route 11 formerly route 10

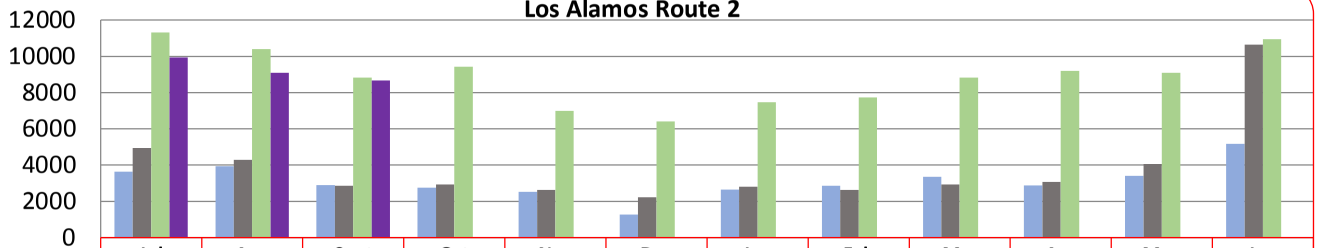
June-Route 10 didn't run due to fire



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-11/12	0	417	750	850	745	436	690	774	796	690	782	0
FY-12/13	0	477	672	771	655	536	669	642	742	662	966	0
FY-13/14	0	458	709	649	576	517	575	627	770	601	748	0
FY14/15	0	641	1019									

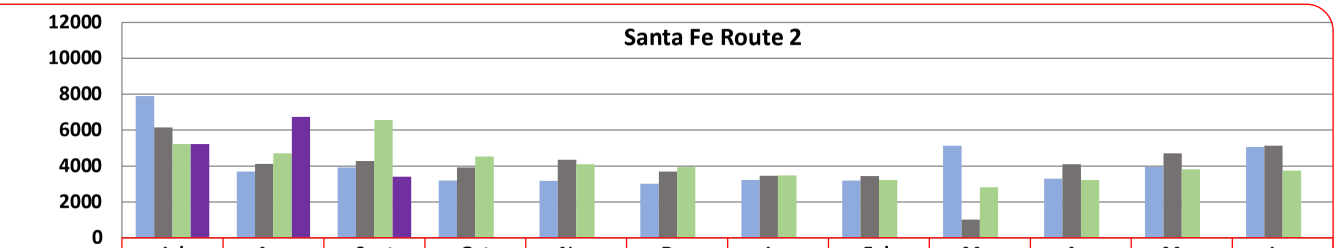
FY11-12= 6,930 / FY12-13= 6,792 / FY 13-14= 6,230 / FY14/15= 1,660

Los Alamos Route 2



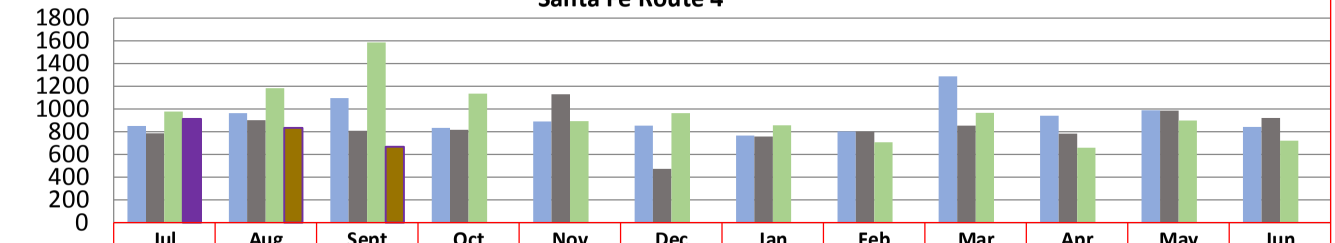
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-11/12	3640	3946	2903	2755	2523	1264	2641	2856	3356	2884	3413	5171
FY-12/13	4936	4294	2859	2937	2628	2217	2808	2630	2924	3068	4068	10639
FY-13/14	11310	10405	8837	9433	6994	6408	7464	7736	8834	9206	9092	10952
FY14/15	9937	9092	8663									

FY11-12= 37,352 / FY12-13= 46,008 / FY13-14= 106,671 / FY14/15= 27,692



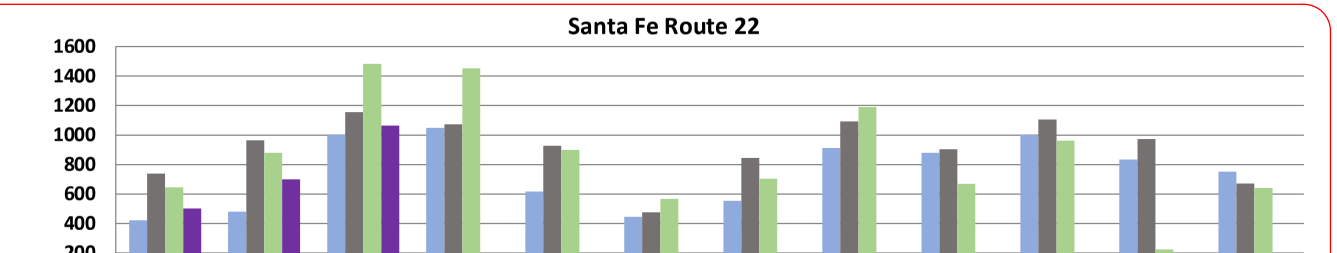
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-11/12	7894	3691	3927	3188	3169	3016	3229	3200	5137	3309	3956	5057
FY-12/13	6160	4116	4276	3929	4348	3700	3457	3447	1016	4094	4700	5139
FY-13/14	5224	4716	6556	4539	4099	3934	3483	3229	2824	3224	3822	3743
FY14/15	5218	6743	3404									

FY11-12= 48,773 / FY12-13= 48,382 / FY13-14= 49,393 / FY14/15= 15,365



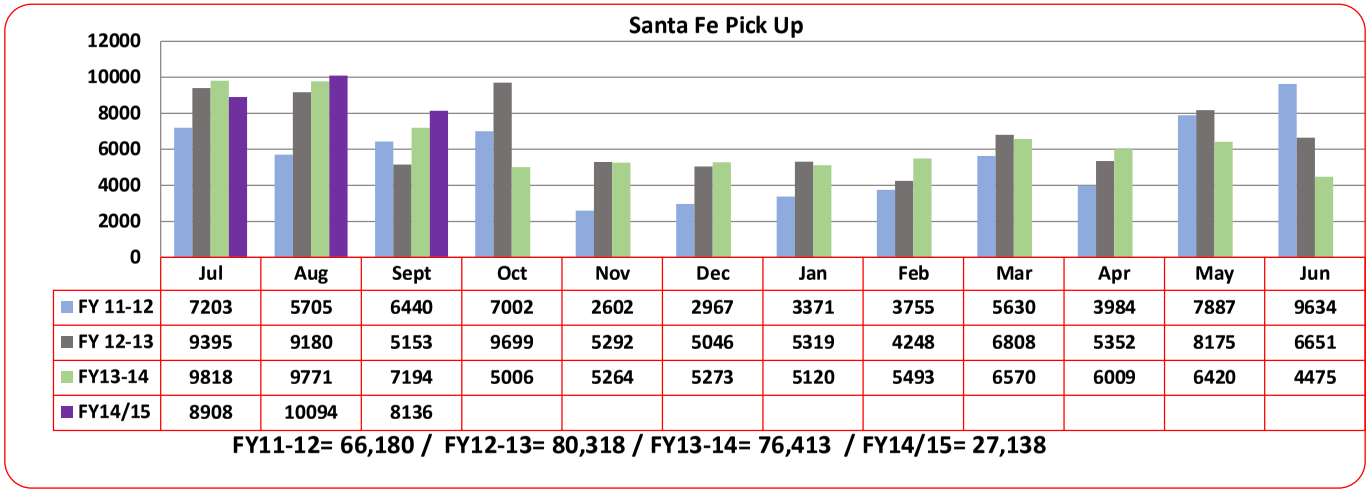
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-11/12	851	964	1095	835	890	853	766	804	1288	940	988	842
FY-12/13	785	902	808	818	1128	475	757	801	854	782	985	920
FY-13/14	976	1183	1585	1135	894	963	855	707	967	659	899	720
FY14/15	913	835	667									

FY11-12= 11,116 / FY12-13= 10,015 / FY13-14= 11,543 / FY14/15= 2,415



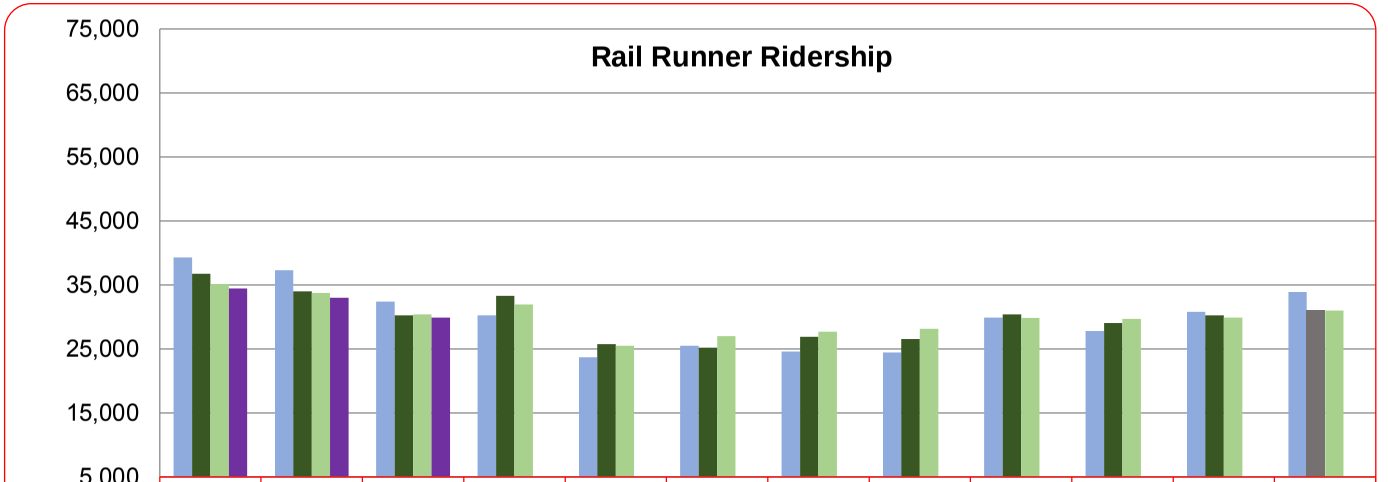
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-11/12	421	481	1001	1050	616	446	554	913	879	1002	835	752
FY-12/13	739	965	1155	1074	928	475	844	1092	904	1105	973	671
FY-13/14	645	879	1483	1453	899	568	703	1191	670	963	223	641
FY14/15	502	699	1065									

FY11-12= 8,950 / FY12-13= 10,925 / FY13-14= 10,318 / FY14/15= 2,266



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 11-12	7203	5705	6440	7002	2602	2967	3371	3755	5630	3984	7887	9634
FY 12-13	9395	9180	5153	9699	5292	5046	5319	4248	6808	5352	8175	6651
FY13-14	9818	9771	7194	5006	5264	5273	5120	5493	6570	6009	6420	4475
FY14/15	8908	10094	8136									

FY11-12= 66,180 / FY12-13= 80,318 / FY13-14= 76,413 / FY14/15= 27,138



	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
FY-11/12	39,322	37,307	32,420	30,251	23,730	25,517	24,593	24,466	29,909	27,813	30,816	33,932
FY-12/13	36,767	33,994	30,270	33,336	25,750	25,194	26,887	26,541	30,434	29,068	30,278	31,021
FY- 13/14	35,176	33,786	30,401	31,949	25,522	27,034	27,692	28,176	29,859	29,724	29,930	31,020
FY14/15	34,454	33,020	29,923									

FY11-12= 360,076 / FY12-13= 309,115 / FY13-14= 360,269 / FY14/15= 97,397